

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 101</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0003</div>		3. EFFECTIVE DATE <div style="text-align: center;">22-Jan-2004</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">W81W3G-3218-7229</div>		5. PROJECT NO.(If applicable)	
6. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201		CODE <div style="text-align: center;">W912DR</div>		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W912DR-03-R-0001	
				X		9B. DATED (SEE ITEM 11) 05-Dec-2003	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) W912DR-03-R-0001 - Indefinite Delivery/Indefinite Quantity Task Order Projects for the Smithsonian Institute and Other Facilities/Installations Within The U.S. Army Corps of Engineers, Baltimore District. 1. A Pre-Proposal Conference has been scheduled. (See Attached) 2. Proposal Due Date Has Been Extended to February 11, 2004 3. Smithsonian Institute General Requirements-Supplementary Conditions (See Attached) 4. Revised Section 00100 (See Attached) 5. Questions & Responses (See Attached) 6. Updated Wage Rate Decision Dated 2 January 2004 (See Attached) 7. Add Appendix A - (See Attached)							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 22-Jan-2004	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

PRE PROPOSAL CONFERENCE

A Pre-Proposal Conference has been scheduled for Tuesday, February 3, 2004 at 10:00am at the U.S. Soldiers and Airmens Home, 3700 North Capitol Street, NW, Sherman Building North - 1st Floor, Washington DC.

APPENDIX A
APPENDIX A Coefficients

1. INTENT: The intent of this appendix is to:

a. Identify which costs are or are not included in the pre priced unit coefficients, the assembly line item coefficients and non pre priced unit line items coefficients.

b. Identify unit and assembly cost adjustments.

c. Identify other priorities and conditions that affect the costing.

2. The following pertains to items in R.S. Means "FACILITIES CONSTRUCTION COST DATA", Unit Price Divisions 2 through 17, and Assemblies Division 1 through 12

a. Where different unit priced line items are listed as a minimum, average, and maximum for the same work, the average price shall be used. Where different prices are listed for minimum and maximum for the same work, the two shall be arithmetically averaged for pricing the work.

b. Wastes of excess material quantities are incidental costs included within the contract coefficient. Quantities used on individual task order proposals shall be taken from field measurements or design plans, as appropriate, without allowance for waste.

c. Costs for expendable supplies, lubricants, wear and tear on tools are incidental to the installation/construction costs are included in the bare material cost line items and will not be paid for separately.

d. If conditions beyond the control of the contractor are expected to significantly impact the continuous uninterrupted execution of the work and "overtime" and/or "non standard time" may be warranted. The labor hour adjustment is limited to those unit lines affected by the anticipated impact.

e. Pre priced line item adjustments shall only be applied to only those line items affected by the work.

f. Mobilization and demobilization costs for the prime and all subcontractors shall be included in all coefficients.

g. No adjustment to the coefficient will be made for locality (i.e. contract is regionalized, the coefficient(s) are established with this understanding).

APPENDIX "A ", Continued

i. Costs for all requirements identified in the Special Clauses, Section 01010 are to be included in the coefficients unless otherwise noted in the attached matrix

3. R.S. Means Division 1, General Requirements: The intent of this matrix is to identify which Division 1 costs are included in the coefficients, which costs are conditionally approved, and which are not applicable. The definitions of these items are found in R.S. MEANS Facility Construction Cost Data, Division 1, General requirements, as defined in the "Reference Section, General Requirements." All other costs not identified in this matrix (or elsewhere addressed in this contract) shall be considered included in the established pre priced coefficients.

<u>GENERAL REQUIREMENTS</u>	<u>line item costs</u> <u>Inclusion in coefficient.</u>	<u>Implementing Notes:</u> - Explanation and/or - Alternate costing strategies as noted	
010 Overhead & Miscellaneous Data	-----		
004- Architectural Fees	Not Included		
016 – construction Management Fees	Included		
020 Contingencies;	not applicable		
028 Engineering Fees	not included		
032 FACTORS		See R.S. Means pub. "Facilities Construction Cost Data", reference "Special Project Procedures" for definition of terms.	
032-0500 Cut and Patch to match existing.	conditionally included *	* If estimated costs required to perform a unit line item task are reasonable expected to be impacted by <u>5%</u> or greater, then the difference between the <u>5%</u> and anticipated impact percentage will be used to adjust the total bare unit cost by that percentage difference.	
032-080 dust protection	conditionally included *	* same as above- use <u>5%</u>	

032-1100 equipment use curtailment	conditionally included *	*same as above- use <u>4%</u>	
032- 1400 Material Handling and Storage.	conditionally included *	* same as above - use <u>4%</u>	
032-1700 Protection of existing work	conditionally included *	* same as above use - use <u>5%</u>	
032 -2300 Temporary Shoring and Bracing	conditionally included *	* same as above - use <u>6%</u>	
032-2000 Shift work requirements	conditionally included *	* If estimated costs required to perform a labor line item task are reasonable expected to be impacted by 18% or greater, then the difference between the 18% and the anticipated impact percentage will be used to adjust the labor unit cost by the percentage difference.	
034 Field office Expense	not included		
036 Field Personnel	included		
038 Historic cost Indexes	included	see section 00010 "Supplies or Services and Prices and Cost," paragraph 7.c "Means Unit Price Yearly Adjustment "	
040 Insurance:	included		
042 Job conditions	included		
048 Main Office Expense	included *	* also includes main office QC expense	
052 MARK UP	not applicable	R.S. Means defines this item as contingencies for change in scope. "Changes" will be paid for under the "changes" clause.	
060 Overhead	conditionally included	All prime contractor and subcontractor overheads for pre priced work shall be included. All prime contractor 's overhead for non-pre priced work shall be included. All subcontractor's overhead for non pre priced work is not included (see section 00010, "Supplies Or Services And Price and	

		Cost" paragraph 6, Task Order Computation)	
064 Overtime	conditionally Included.	The offeror should consider a factor for incidental "Overtime". The occasion may require some minor, unscheduled overtime to complete the task on time. This factor is not to be considered as scheduled overtime to complete a task earlier, or Task Orders need outside the normal work hours.	
068 Performance Bond	included		
070 Permits	included		
082 Small Tools	included		
086 TAXES			
086- 0010 Sales Tax	not included	The sales taxes will be applied to the total bare cost and will be a function of the estimated material costs and the appropriate tax rate	
086-200 Social Security, Unemployment , etc	included	All other taxes (except sales taxes) will be included	
PROFIT	included	<p>All profit for the prime contractor and /or the subcontractor(s) for R.S. Means pre priced work shall be included in the coefficient(s)*.</p> <p>All profit for prime contractor's non-pre priced work shall be included in the coefficient. *</p> <p>All subcontractor profit for non-pre priced work and subcontractor profit for government established pre priced unit items is not included.</p>	
013 Submittals	-----		

013- 100 Progress Schedules	included		
013-300 Survey Data	not included	except to determine legal property line	
013- 400 Shop Drawing	conditionally included	This includes required post award submittals such as drawings, catalog cuts, as-built drawings etc. It does not include design layouts that may be provide by the contractor as part of the scope development /negotiation phase.	
013- 800 Construction Photos	included		
014 Quality Control	included	Also includes the entire QC program required under this contract - including all sampling, testing, contractor/subcontractor field and home office personnel required to fulfill all QC requirements under this contract.	
015 Construction Facilities & Temporary controls			
015-100 temporary Facility	included	clarification ; Does not include utility hook up	
015-200 Temporary Construction	not included		
015-250 Construction aids	included		
015-252 safety nets	included		
015-253 Personnel Protective Equipment	not included		
015- 254 through 257 Scaffolding	not included	Costs for temporary construction controls such as shoring, scaffolding, bracing, etc are not included.	
015-257 Pump Staging	not included		

015—258 survey stakes	included		
015-259 weather station	not included		
Barriers and Enclosures	not included		
Security	included		
015-500 Access Road	not included		
015- 600 Temporary Controls	included		
015-800 Temporary Sign	included		
015-900 Field offices & Shed	not included		
016 Materials & Equipment	included	Already included in the equipment bare cost column.	
018- Maintenance	not included		
017 Final Clean up	included	Final and/or interim clean up is included	

SUMMARY OF CHANGES

SECTION 00010 - SOLICITATION CONTRACT FORM

The required response date/time has changed from 27-Jan-2004 04:00 PM to 11-Feb-2004 04:00 PM.

The following have been modified:

SECTION B

SECTION B

SUPPLIES AND/OR SERVICES AND PRICES/COSTS

DURATION OF BASE CONTRACT AND OPTION YEARS

Base Contract: Notice of Award-plus 365 calendar days

Option Year 1: 365 calendar days beginning at the end of the base contract period

Option Year 2: 365 calendar days beginning at the end of option year 1

The maximum value of this contract will be \$14,999,999.00. This includes the base twelve (12) month period at \$4,999,999.00 and two (2), one-year option periods at \$4,999,999.00 each. If the dollar value of the base period is reached sooner than the contract period has ended, then the option may be exercised. The base period and all option periods shall not exceed 36 months, or the \$14,999,999.00 combined aggregate capacity of the contract, whichever comes first.

B.1 SUPPLIES/SERVICES TO BE FURNISHED:

The contractor shall provide all management, supervision, labor, materials, tools and equipment necessary for the performance of minor construction, modification, rehabilitation, alterations, new construction, AE services and design-build projects for the Smithsonian Institute and other facilities/installations within the U.S. Army Corps of Engineers, Baltimore District in accordance with the Scope of Work in the base contract.

The services to be provided shall be priced in accordance with the most recent Means Facility Cost Data publication, and the coefficient pricing factor. The coefficient factor must contain base fee, profit, bond premiums, insurance and all contingencies in connection with the work to be performed. The coefficient factor proposed by the contractor will be applied to the total of the unit costs to establish the price of each task order.

B.2 PERIOD OF PERFORMANCE

The period of performance of this contract shall be three (3) years from the date of contract award. Task orders may be issued under this contract during the entire performance period. Expiration of the performance period during which orders may be issued shall not affect any order placed prior to the

expiration of such period. Terms of the contract shall remain in full force and effect in their application to such orders.

B.3 PLACE OF PERFORMANCE

The effort required under this contract will be performed predominately for the Smithsonian Institute. However, this contract can be used for the entire Washington D.C. Metropolitan Region and other U.S. Army Corps of Engineers, Baltimore District supported facilities/installations.

B.4 TASK ORDER PROPOSALS:

a. Upon notice from the contracting officer or authorized representative of a requirement, the contractor shall submit a price proposal to the Government for each potential task order. The proposal submitted by the Contractor should be a detailed proposal utilizing Pulsar Software comprised of a breakdown of labor, material and equipment quantities and costs. This breakdown shall also be required for the subcontractors. The basis for the Contractor's proposal shall be the prices published by the R.S. Means Company, Inc., as contained in the unit price section of the book entitled "Means Facility Cost Data", herein after referred to as Means. This book is available from the following source:

R.S. MEANS COMPANY
100 CONSTRUCTION PLAZA
P.O. BOX 800
KINGSTON, MA. 02364-0800
1-800-448-8182

b. The following items listed in the Means unit price sections shall be included in the coefficient factor and not priced separately in task orders.

(1) Division 1

DIVISION	SUBDIVISION	DESCRIPTION
1	01107	Professional Consultants
	01250	Contract Modification Procedures
	01255	Cost Indexes
	01290	Payment Procedures
	01310	Project Management/Coordination
	01320	Construction Progress Documents
	01321	Construction Photos
	01450	Quality Control
	01510	Temporary Utilities
	01520	Construction Facilities
	01530	Temporary Construction
	01540	Construction Aids
	01550	Vehicular Access & Parking
	01560	Barriers & Enclosures
	01590	Equipment Rental
	01740	Cleaning
	01810	Commissioning
	01830	Operation & Maintenance
	01832	Facilities Maintenance
	01840	Commissioning

(2) All Tax and Handling Fees

(3) Means City Cost Factor

As noted previously, all items in Division 1 of the Means unit price book shall be included in the coefficient factor and not priced separately in each task order issued under this Contract. The following provides a breakdown of some of the key items identified in Division 1.

DIVISION	SUBDIVISION	CLASSIFICATION	LINE NUMBER	DESCRIPTION
1	01107	100		Architectural Fees*
		200		Construction Mgmt Fee
		300		Engineering Fees
		700		Surveying
	01250	200		Contingencies
		400		Factors
		500		Job Conditions
		600		Overtime
	01255			Cost Indexes
	01290	800	0010	Taxes
		800	0200	Social Security
		800	0300	Unemployment
	01310	150	0010	Permits
		200	0010	Performance Bond
		350	0010	Insurance
	01310	400	0010	Main Office Expense
	01320			Constr. Progress Doc.
	01321			Construction Photos
	01450			Quality Control
	01510			Temporary utilities
	01520			Construction Facilities
	01530			Temporary Construction
	01540	700	0010	Safety Nets
	01540	750	0010	Scaffolding
	01540	760	0010	Stagging Aids
	01550			Vehicular Access & Parking
	01560			Barriers & Enclosures
	01590			Equipment Rental
	01740			Cleaning
	01810			Commissioning
	01830			Operation & Maintenance
	01832			Facilities Maintenance
	01840			Moving Equipment

*Incidental AE Fee (i.e. less than 5% of the total value of the order) is to be part of the coefficient. When a design build task order is requested, the AE fee shall not be covered in the coefficient and will be negotiated.

c. Unit cost items used from Means shall comply with the requirement of Attachment 1 “Technical Specifications for Minor Construction, Modification, Alterations and Rehabilitation”. Pricing methods and procedures in the reference section of the Means Book shall be applied to application unit prices in the Unit Price Section.

d. Government items to be installed by the contractor shall utilize the loaded cost for labor and equipment, with no additional material cost.

e. Preparation of proposals by the contractor shall not constitute an obligation by the Government to issue a task order for performance, nor is the request for proposal to be construed as the contractor’s authority to commence construction activity. When a biddability review is requested a separate task order will be negotiated and awarded prior to beginning work.

B.4.1 NEGOTIATED DESIGN COSTS:

Negotiated Design costs shall be based on proposed Professional labor and overheads rates that will be negotiated on each order as a separate element from the construction portion of the task order. Management fees will be negotiated on a task order by task order basis based on USACE guidelines for AE contracts. Design costs are not defined as either “prepriced” or “non pre-priced”. Coefficient pricing is not applicable.

B.4.2 CONSRTUCTION TASK ORDER – GENERAL

After a site visit with the Government, the contractor shall assist the Government with the development of the scope of work based on an existing design and/or a statement of need. This price will be based on “pre-priced” and “non pre-priced” work items. The contractor’s pre-task order scoping effort shall be considered a cost of doing business and shall not be paid for under any post task award line item. This effort shall not exceed:

\$25,000 to \$50,000 Task Order value = 2 man days of professional labor
\$50,000 to \$200,000 Task Order value = 4 man days of professional labor
\$200,000 to \$500,000 Task Order value = 5 man days of professional labor
\$500,000 to \$1,500,000 Task Order value = 11 man days of professional labor
\$1,500,000 to \$3,000,000 Task Order value = 15 man days of professional labor

The scope of work will be priced using both pre-priced and non pre-priced work units approach as applicable. The task order will be firm-fixed priced.

B.4.3 DESIGN/BUILD TASK ORDER – GENERAL

The contractor and the government shall jointly develop a task order scope of work which will be used establish sufficient clarity to generate a fixed priced design tasking and a Not to Exceed construction budget estimate using a mutually acceptable parametric estimating approach. This pre task order award effort shall not exceed:

\$25,000 to \$50,000 Task Order value = 2 man days of professional labor
\$50,000 to \$200,000 task order value = 5 man days of professional labor
\$200,000 to \$2,000,000 task order value = 8 man days of professional labor
Over \$2,000,000.00 = to be negotiated on an individual basis

A two-part task order will be awarded. (1) Part one will be the negotiated fixed priced design and (2) Part two will be an option for construction services which can not exceed the "Not to exceed" budget.

After award of the task order the contractor and government will further refine the scope of work in sufficient detail to allow pricing using the pre-priced /non pre-priced costing methodologies defined in the contract. The design will be reviewed at multiple stages of development as defined in the task order design scope of work. Intermediate cost projections and final construction price shall not exceed the established budget. Should the designer's efforts, through no fault of government, result in exceeding the construction budget, the Government reserves the right to have the contractor, at his own expense, revise (i.e. de-scope) the design to assure the product can be constructed within the budget. However, the Government shall not direct the contractor to construct a product that's price (as established under terms of this contract) exceeds the NTE budget.

B.5 ORDERING PROCEDURES

- a. As the need exists for performance under the terms of this contract, the Contracting Officer or authorized representative shall notify the Contractor of an existing requirement.
- b. Upon receipt of this notification, the Contractor shall respond to the needs of the Government by:
 - (1) visiting the proposed work site in the company of the Contracting Officer's Technical Representative or authorized representative, or
 - (2) establishing verbal contact with the Contracting Officer's Representative or authorized representative to further define the scope of the requirement.
- c. With the establishment of the scope of work of the individual equipment, the Contracting officer, or authorized representative, shall issue a Request for Proposal for the individual task order. Upon receipt of the Request for Proposal, the contractor shall then submit a proposal (along with narrative to document the site investigation) for accomplishment of the task order, utilizing Pulsar software or equivalent & submit in both paper & electronic medium.
 - (1) "Means Facility Cost Data", Unit price section, shall serve as the basis for establishing value of the work to be performed. The current Means shall be used until updated.
 - (2) Non-pre-priced work to be included in an individual requirement must be proposed by the Contractor using an acceptable proposal format to be agreed on between the Government and the Contractor at that time. Any non-pre-priced items exceeding \$2,500.00 must be supported by more then three quotations from suppliers/installers.
 - (3) Upon receipt of a Request for Proposal for an individual task order, the contractor shall have the following time schedule for submittal of a proposal, based on the estimated value of the task order.

Estimated Value of Task Order

Under \$50,000

\$50,001 to \$100,000

\$100,001 to \$500,000

over \$500,000

Schedule

2 working days

5 working days

9 working days

to be negotiated on an individual basis

- (4) The contractor shall notify the government within two working days of receipt of a Request for Proposal for an individual task order if the contractor cannot meet the above schedule and the reason(s) why. The contractor shall also propose an alternate schedule, subject to the approval by the Government. The government reserves the right to unilaterally deny any extension.
 - (5) The contractor shall be prepared to transmit proposals electronically, by means of computer disk or network connection, when so directed by the Government. The software used to prepare such electronic submissions shall be provided by the Contractor and shall be Pulsar, <http://www.estimatingystems.com>, or its equivalency. Electronic transmissions shall be readable/writable using Microsoft Office 98.
 - (6) The contractor shall use the Government work/task order number to identify all proposals, submittals, and other documents submitted to the Government.
- d. Upon receipt of the Contractor's proposal, the Government shall review the proposal for completeness, accuracy, and reasonableness. The government may accept the proposal as stated or negotiate any aspect of that proposal. The Government shall negotiate with the Contractor all non-prepriced items and any exceptions of the performance period required by the delivery schedule.
- e. Task orders will be issued by the Contracting Officer. Each task order shall include the following information:
- (1) Date of the task order
 - (2) Contract number and task order number
 - (3) Item number and description, quantity and unit prices for pre-priced and non pre- priced item and total task order price
 - (4) Commencement and task order performance data
 - (5) Accounting and appropriation data
 - (1) Any other pertinent data.
- f. Upon receipt of a task order, the Contractor shall:
- (1) Incorporate the task order into the progress schedule/report (Technical Specification 01300). The contractor will use the task order number for internal control. All proposals, schedules, vouchers, correspondence, etc., must have the Government task order number included as it is the Government's tracking mechanism.
 - (2) Notify the Contracting Officer's Technical Representative or authorized representative, of the building(s) or other facility where the work is to be performed, three (3) working days prior to the actual commencement of work as so noted in the task order.

B.6 PERFORMANCE OF TASK ORDERS

In performance of work under this contract, the contractor shall

- a. Provide the Contracting Officer's Technical Representative or authorized representative with a work schedule, listing the task order to be performed the following day and the trades involved by 2:00 PM each work day. The assigned Government inspector and/or the inspection section chief shall be notified immediately if revisions of the schedule are necessary during the work day.

- b. Arrange with the Contracting Officer's Technical Representative or authorized representative a sequence of procedure, means of access, space for storage of materials and equipment, use of approaches, corridors, and stairways. Since space for storage is listed in work areas, the majority of storage must be outside or at the Contractor's assigned area. Only materials to be used for work under this contract may be stored at the assigned area.
- c. The buildings and work areas may be occupied during performance of work under this contract. The contractor shall take particular care in the execution of the work in all computer, mechanical, electrical and telephone equipment areas. Uninterrupted operations must be maintained in these areas.

B.7 EMERGENCY ORDERING PROCEDURES

- a. On occasions when the development of problems during other than normal duty hours arise which jeopardize the operation of the Smithsonian Institute or the place of performance within the U.S. Army Corps of Engineers, Baltimore District, the contractor will be required to respond to the needs of the Government within two (2) hours following telephonic notification and fax backup, which may be made at any time in any twenty-four hour period. To accomplish this, the contractor will provide to the contracting officer, a number at which he can be reached on a twenty-four hour basis.
- b. The contractor shall, within four (4) hours (unless the contracting officer determined that additional time is required) following such notification, provide a proposal. The time of commencement and completion shall be as specified by the government.
- c. The proposal will be reviewed for completeness and any non pre-priced items negotiated.
- d. The contractor will be verbally advised to process the proposal by the Contracting Officer or his authorized representative.
- e. A delivery order will then be issued.

B.8 GOVERNMENT FURNISHED EQUIPMENT/MATERIALS

The contractor, with his own forces, shall transport all Government furnished equipment/materials described on the task order. The equipment/materials will be transported from the Government storage area to the work site indicated on the delivery order. The contractor assumes the risk and responsibility for the loss or damage to Government furnished property. The contractor shall follow the instructions of the Contracting Officer's Representative regarding the disposition of all government-furnished property not consumed in performance of a delivery order.

B.9 ADDITIONAL ITEMS OF WORK

Items of work not covered by this contract but within its scope and general intent may be negotiated by the Contracting Officer and added to the contract by modification any time during the contract period. The contractor's proposed price for additional items required shall be broken out by labor, material and equipment costs. Application of the coefficient factor for these items shall be the same.

B.10 DELIVERY SCHEDULE

- a. The time for completion of the work shall be in accordance with the following schedule.

<u>Amount of task order</u>	<u>Schedule</u>
\$5,001 to \$10,000	15 working days
\$10,001 to \$15,000	25 working days
\$15,001 to \$25,000	30 working days
\$25,001 and over	negotiated on an individual basis, with price

- b. The contracting officer or an authorized representative may negotiate a time for completion different from the above, if both parties agree.
- c. Delivery schedules include time for all activities from date of issuance of the task order, including ordering materials and time required for final cleanup, inspection, acceptance and close out of the task order.

B.11 NOTICE OF COMPLETION OF TASK ORDERS

The contractor shall notify the Contracting Officer's Technical Representative, in writing, upon completion of each individual task order. The Contractor shall give advance notice of the date work will be fully completed and ready for final inspection. See Data Item Descriptions No. 21 for additional information regarding Task Order Completion/Close Out.

B.12 SCHEDULING WORK

Before any of the work under an individual task order will begin, the contractor shall confer with the Contracting Officer's Technical Representative and agree on a sequence of procedure; means of access to premises and building; space for storage of materials and equipment; delivery of materials and use of approaches, use of corridors; stairways; elevators; and similar means of communications and the location of partitions, eating spaces, and restrooms for the Contractor's employees and the like.

Furniture & equipment in the immediate area will be moved by the contractor and replaced to original position. If the work required by the work order will not allow furniture and portable office equipment to be replaced to its original location, new locations will be designated by the COR for replacement by the contractor.

Delivery of materials and equipment shall be made with a minimum of interference to the Smithsonian Institute or the place of performance within the U.S. Army Corps of Engineers, Baltimore District.

The work shall, so far as practicable, be done in definite sections or divisions and confined to limited areas which shall be completed before work in other sections, or divisions is begun. When requested by the COR, the contractor shall provide a complete Critical Path Method (CPM) schedule of the work at least 5 days prior to the start of work. This schedule shall include a description of each phase of the work and its starting and completion dates. The Critical Path Method (CPM) schedule shall be updated as necessary.

B.13 RECORD DRAWINGS

During the progress of the job, the contractor shall keep a careful record at jobsite of all changes and

corrections for the layouts shown on the drawings, if applicable. The contractor shall enter such changes and corrections on contact or record drawings promptly. The record drawing shall indicate, in addition to all changes and corrections, the actual location of all sub-surface utility items. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the record drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including change in direction. Valve, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a referenced point. The average depth below the surface of each run shall be recorded. At the time of beneficial occupancy of each structure or facility involved under the contract, the contractor shall submit to the Contracting Officer as-built prints and electronic files showing the aforementioned data. If the contractor fails to maintain the record drawings as required herein, the Contracting Officer will consider that satisfactory progress has not been achieved for the period in question, thereby requiring the retainage of 10% of any progress payments to be made until such drawings are made current. Additionally, the estimate cost of maintaining the record drawing will be deducted from any such progress payment. If the Government provides initial drawings on paper, then paper as-builts may be submitted. If the Government provides initial drawings on CADD, then the as-builts shall be provided in the CADD format that is compatible with the installation.

B.14 CONSTRUCTION SITE MAINTENANCE

Store all supplies and equipment on project site so as to preclude mechanical and climatic damage. Maintain site in a neat and orderly manner.

B.15 NOISE CONTROL

Comply with all applicable federal, state and local laws, ordinances, and regulations relative to noise control.

B.16 EQUIPMENT ON THE SITE

Cover equipment that is to remain in place within the area of contract operations and protect it against damage or loss. Store equipment that is removed in performance of work when directed or reuse in work as required by drawings and specifications. Equipment temporarily removed shall be protected, cleaned and replaced to its original condition prior to starting work. Security for equipment or materials that is to be reused and is removed for temporary storage shall be the sole responsibility of the contractor.

B.17 TRUCKING

Load all trucks leaving the site with loose debris in a manner that will prevent dropping of materials on streets. Fasten suitable tarpaulin over the load before they enter surrounding streets. Comply with all regulations when handling hazardous materials.

B.18 MATERIALS DELIVERY & HANDLING

The contractor shall provide the means, manpower and equipment to accept and unload all materials delivered to the Smithsonian Institute or the place of performance within U.S. Army Corps of Engineers, Baltimore District for work under this contract. The government will not accept deliveries, nor will government equipment and manpower be used for material handling.

B.19 TOILET FACILITIES

The contractor will be required to provide and maintain temporary toilet facilities for contractor's personnel at no expense to the Government.

B.20 ELEVATORS

Any temporary use of an existing elevator shall be by arrangement and subject to the control of the Government. Such use will be of an intermittent nature. The contractor shall provide and maintain suitable and adequate protective covering for the elevator machinery, the hatchway entrance, and the interior of elevator during the period of temporary use. Loads in excess of the rated capability of the elevator will not be permitted. The government will bear the cost of electrical current for the operation of the elevator. On completion of the work, the contractor shall remove the protective coverings together with any resultant dirt and debris, and leave the equipment in a condition equal to that in which he found it.

B.21 SAFETY AND HEALTH

- a. Applicable Publications. The publications listed below will form a part of any resulting contract to the extent referenced. The publications are referred to in the text by basic designation only.

- (1) Code of Federal Regulation (CFR)
- (2) OSHA General Industry Safety and health Standards (29 CFR 1910) Publication V2206; OSHA Construction Industry Standards (29 CFR 1926. One source of these regulations is OSHA Publication 2207, which includes a combination of both Parts 1920 and 1926 as they relate to construction safety and health. It is for sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
- (3) National Emission standards for hazardous Air Pollutants 40 CFR, PART 61).
- (4) Federal Standard (Fed. Std.)
- (5) 313A Material Safety Data Sheets, Preparation and the submission of Safety & health Requirements Manual, EM 385-1-1
- (6) Use of Asbestos containing Material, ETL 110-1-118.
- (7) Environmental Protection, 40 Code of Federal Regulations and Title Washington, ED.C. code.
- (8) Policy & guidelines for Asbestos Management, DA Circular 40-834
- (9) The U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1)

- b. Work covered by this section: this section is applicable to all work covered by this contract.

- (A) Definition of Hazardous materials: Refer to hazardous and toxic materials/substances included in the Subparts H and Z of 29 CFR 1910; and to others as additionally defined in Fed. Std. 313. Those most commonly encountered include asbestos, polychlorinated biphenyl (PCBS), explosives and radioactive material, but may include others. The most likely products to contain asbestos are sprayed on fireproofing, insulation, boiler lagging, and pipe covering.

(B) Asbestos

- a. The contractor is warned that exposure to airborne asbestos has been associated with four diseases. Lung cancer, certain gastrointestinal cancers, pleural or peritoneal mesothelioma and asbestosis. Studies indicate there are significant increased health danger to persons exposed to

- asbestos who smoke, and further, to family members and other persons who become indirectly exposed as a result of the exposed worker bringing asbestos-laden work clothing home to be laundered.
- b. The contractor is advised that friable and/or non-friable asbestos containing material may be encountered in area(s) where contract work is to be performed. Friable asbestos containing material means any material that contains more than one percent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routing handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abating, sanding, drilling, cutting machining, removal, demolition or other similar activities.
 - c. Care must be taken to avoid releasing, or causing to be released, asbestos fibers into the atmosphere where they may be inhaled or ingested. The occupational safety and health Administration (OSHA) has set standards at 29 CFR 1910.1001 for exposure to airborne concentrations of asbestos fibers, methods of compliance, medical surveillance, housekeeping procedures and other measures that must be taken when working with or around asbestos-containing materials. 29 CFR 1910.1001 has been identified as applicable to construction (29 CFR 1926.55 gases, vapors, fumes, dusts and mists). The Environmental Protection Agency (EPA) has established standards at 40 CFR 61.140-156 for the control of asbestos emissions to the environment and the handling and disposal of asbestos wastes.
 - d. Friable asbestos containing materials are not permitted by the current criteria and shall not be used in new construction or modification projects (ETI 1110-1-118, 27 May 1983) Plan and specifications for all new construction and modification projects will be reviewed to insure that the use of friable asbestos-containing materials is not called for.
 - e. Maintenance, modification, or demolition activities where exposure to asbestos dust may occur from previously installed friable or nonfriable asbestos-containing material will be identified. All precautions, to include proper work practices, medical surveillance, respiratory protection industrial hygiene, and environmental protection requirements of OSHA (29 CFR 1910.1001 and 1926.58) EPA (40 CFR 61.140-156) and DA Circular 40-83-4, as applicable, shall be strictly adhered to.

B.22 WEATHER OCCASIONED WORK DELAYS

In ascertaining facts and extent of delay due to unusually severe weather under FAR Clause 52.249.10, Default (Fixed price construction, April 1984) the average weather conditions as determined from data regarding weather conditions at the closest jurisdictional airport to the work site will be used. For the purpose of this contract, the data contained in the "Climatological data in Annual summary" published by the U.S. Weather Bureau will be used. In adjudicating claims, the averages for the past 5-year period will be used.

B.23 SUBMITTAL/SHOP DRAWINGS PREPARATION COST

B.23.1. The Government may direct the preparation of shop drawings/submittals that are extensions to the design. The Government has established a lump sum item to be utilized for the payment of this work. The work associated with the preparation of extension of design shop drawings/submittals will be negotiated and paid under this item. If additional funds are needed, the pay item may be increased by modification. At the completion of the contract, the funds remaining in this item will be deducted from

the contract or may have been utilized for payment of other task orders. The submittal preparation costs shall not include profit and will not be subject to further coefficient mark-up.

B.23.1.1. The contractor shall consider payment for shop drawings and submittals, which are not considered as extensions to the design, to be included in the proposed cost coefficients.

B.23.1.2. Preparation of proposals by the Contractor shall not constitute an obligation by the Government to issue a task order for performance, nor is the request for proposal to be construed as the Contractor's authority to commence construction activity.

SECTION C**Section C****SCOPE OF WORK**

C.1 Purpose. The scope of this contract encompasses but is not limited to a broad variety of minor repair, modification, rehabilitation, alterations, new construction, AE services and design-build projects in support of the Smithsonian Institute and other facilities/installations within the U.S. Army Corps of Engineers, Baltimore District.

C.2 General requirements. The work required extends beyond a single construction effort, in that it involves the planning, scheduling, coordinating and procuring of management, labor and materials for a fluctuating flow of unrelated task orders. The Corps of Engineers mission to provide engineering, planning and construction services for infrastructure missions is often time critical and of a highly visible nature. Therefore, the contractor will be required to respond rapidly to Government requirements with top quality craftsmanship, without compromising safety standards, current mission requirements and readiness. It is imperative that the contractor provides a flexible and multi-disciplined high-quality workforce. The work requirements described in the scope of work do not necessarily represent all of the work of this nature that is accomplished for the Corps of Engineers.

THIS IS NOT A REQUIREMENTS CONTRACT OR JOB ORDER CONTRACT. THIS IS A TASK ORDER CONTRACT (TOC).

C.3 TASK ORDER SCOPE OF WORK: Task Order requirements range from simple performance narrative to a complex fully designed product. The task order total cost is established by the aggregation of construction line items based on information known and/or extrapolated prior to the execution of work. Once, the price is established, the estimated nature and number of unit line items (for the prepriced components) and the itemized non pre-priced work are relevant only to the extent that they aid in clarifying the overall intent of the task order.

C.3.1 DESIGN ERRORS AND OMISSIONS: Except as qualified herein, it is the intent of the Government to reimburse the contractor for his additional construction costs resulting from "design errors and omissions" that are the result of the Contractor's scooping/design effort.

C.3.1.1 Limits on the Government's responsibility to reimburse the Contractor are addressed with regard to:

- § The nature of the task order - i.e. "performance" or "prescriptive" requirements
- § Incurred cost thresholds - i.e. Impact threshold defined in absolute and % terms

C.3.2. PERFORMANCE REQUIREMENTS: The following criteria will be used to determine the efficacy of the Government reimbursing the Contractor for additional work required to "cure" his design errors and omissions. The following "test" shall be used:

"Is the required additional work within the **clear intent** of the task order scope as defined by its:

- § Scope Narrative
- § "Cartoons" or sketches (as applicable)
- § Specifications, equipment list, brand name identifications etc."

If, after examination of the above documentation, there remains a question as to the task order's **clear intent**, qualitative and quantitative information contained within the contractor's approved proposal estimate may be considered.

C.3.3 PRESCRIPTIVE REQUIREMENTS: The following criteria will be used to determine the efficacy of the Government reimbursing the Contractor for additional work required to "cure" his design errors and omissions. The following "test" shall be used:

"Is the required additional construction work within the task order scope as defined by its:

- § Specifications
- § Drawings and/or sketches
- § Equipment lists, brand names, etc.

If, after examination of the above documentation, there remains a question as to the task order's scope, qualitative and quantitative information contained within the contractor's approved proposal estimate may be considered.

C.3.4 GOVERNMENT RESPONSIBILITY - (Limits/Cost Thresholds)

The extent to which the Government will reimburse the contractor for his additional work required to "cure" his design errors and omissions are as follows:

- § The Government is not responsible to reimburse the contractor for re-design cost resulting from his design errors and omissions.
- § The Government is not responsible for additional "rip out and replacement" cost that are the result of the contractor's design error and omissions.
- § Errors in the Contractor's quantity "take off" used to establish his task order cost shall not be considered design error and omissions and are not compassable.
- § The Government is not responsible for additional design error and omission costs that are less than 10 % of the total task order value or \$10,000.00 which ever is greater.

C.3.5 Compensable design and omission costs will be derived using the contracts prescribed task order costing approach. The coefficient values will be the same as used in the original task order.

C.3.6 Contractor's notification of design error prior to award of the task order construction option will not impact the performance evaluation for the specific task order.

C.4 Corps of Engineers Liaison: The nature of this support area where specific work is progressively identified requires a strong and effective liaison with the Corps of Engineers and the Smithsonian Institute staff. The Contractor's management/supervision will interface with the Government through the Contracting Officer, and more specifically on a day-to-day basis through the Contracting Officer's Technical Representative. The work authorization, scheduling with an on-going operation, availability of government equipment, and review of completed orders are areas illustrative of the need for close liaison. Only the formally designated government point of contact (as designated by the Contracting Officer) will direct or otherwise control the construction effort under this contract.

C.5 Contractor's management and supervision. Contractor effort will extend beyond conventional, single job construction efforts in that the contractor must plan, schedule, coordinate, manage, anticipate and execute a flow of independent orders with a wide variety of craft skill levels. The contractor must be capable of adjusting to a wide variation in the craft mix without significantly impacting on-going work.

The contractor is expected to select quality subcontractors necessary to perform elements of work, for which there is insufficient “in-house” capability and effectively manage those subcontractors to insure that the Government is provided with a “seamless” level of effort on each task order. Since the contractor’s management has the direct interface with the Government, it is essential that personnel at this level maintain an overall and effective insight into all facets of the activity, including operations, to insure that the contractor can respond promptly to new or changed conditions with a minimum of disturbance to the Government. One of the major objectives of this contract is to obtain a construction contractor that is highly qualified with an expert staff of experienced construction professionals. To this end the contractor is expected to bring forth any comments or questions that it may have about the task order scopes before task order award. While the contractor may request information after task award, such requests will have a negative impact on the performance rating of the contractor. The contractor may be tasked to perform bid-ability and constructability reviews on construction projects (working directly with a design firm that has a separate contract or a subcontracted design firm) in the mission area. The objective is to break down the barriers between design professionals and construction professionals and avoid blame assignment during construction. Such reviews do not guarantee the award of a task order.

C.6 Work categories: The nature of work is one of minor construction, modification and rehabilitation of existing facilities. The work may vary from routine to complex coordination of multi projects. All task orders will clearly define the work required. This will vary from a narrative description of detailed plans and specifications, (depending on the size and complexity of the tasks) to small projects with hard sketches. For the more complex mechanical and electrical systems work, the tests required for final acceptance will be stipulated. The jobs included will require a variety of professional management, engineering and craft skills. When the task orders contain complete drawings and specifications, some of the task orders will require the contractor to develop subcontractors and his own forces into a typical general contractor team. Other task orders will only provide a narrative scope of work with defined performance objectives which will require the contractor to hire a design professional and coordinate construction trades to perform tasks of a design build nature (using both simplified design and complete design) when such task orders are issued, the contractor will become the “engineer of record” and will be required to have a professional engineer stamp the drawings accordingly. The final category of work may require a combination of the two. Where there is a combination, the responsibility for “Engineer of Record” will be negotiated and clearly stipulated in the task order. If it is not clearly specified in the task order, the Engineer of Record will be assumed to be the COR. The net objective is to provide the most responsive, low cost effort to the Government in regard to the completed life cycle infrastructure requirement. It should be noted that the term “Engineer of Record” is not a term specifically used in federal Contracting but is referring to the professional state and licensing requirement for architects and engineers which hereby become part of this contract.

C.7 Contractor provided items. As part of the basic contract, the contractor will provide the following:

- a. Three (3) complete license sets of Pulsar Software, or its equivalent, along with four (4) separate two (2) hour blocks of instruction by the manufacturer. The software will be installed by the manufacturer on the PCs designated by the Government. All of the software will not be installed at the same location. Distribution of licenses as follows: a) Architect-Engineer; b) COR/PM; and c) Field Office.
- b. Two (2) partnering sessions. The partnering sessions will be scheduled approximately 1 month after award and 1 year after contract award. The sessions will be planned for an 8-hour period at a conference room in the Baltimore Washington Area. The sessions will be for a group of 20.

- c. Two (2) MEANS estimating training sessions. Each session will be two (2) eight (8) hour days at a conference room located in the Baltimore Washington Area. Each student will be provided with a workbook, a copy of the most current MEANS Facility Construction Cost Data along with a MEANS Estimating Handbook. The training sessions will be taught by a MEANS certified instructor. The first sessions will be held within 2 months after contract award and the second session will be held one year after contract award.
- d. Web based contract management system. The contractor shall furnish spreadsheets and clearly show project status of all actions. The contractor is to submit a sample form for Government approval. After approval, it is expected that the information will be improved on a quarterly basis to provide relevant useful information for the Government to manage the contract.
- e. The successful offeror shall be required to provide a performance and a payment bond in the amount of \$100,000.00, the guaranteed minimum amount. The offerors must also be able to demonstrate their capability to obtain a single bond in the amount of \$2.5M and bonds in the aggregate amount of \$5M per period (base and the 2 one-year option periods), for a total of \$15M over the three-year period. See Section 00100, paragraph 3.1.4.

C.8 The contractor is also responsible for providing information set forth in the Exhibit 1 of this Scope of Work, Data Item Descriptions (DIDs).

C.9 The U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1) and the Occupational Safety and Health Administration (OSHA) requirements (29 CFR 1910 & 1926) are part of this contract. In the event of a conflict, the more stringent will take precedent.

C.10 Specifications: If specifications are not included in the task order, the basic contract specifications will apply. The basic contract specifications will be United Facility Guide Specifications, which can be obtained from the website at <http://www.hnd.usace.army.mil/techinfo/gspec.htm>. The current UFGS web page is available at <http://www.ccb.org/docs/ufgshome/UFGSToc.htm>

SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

The following have been modified:

TECHNICAL EVALUATION CRITERIA

SECTION 00100

1. PROPOSAL SUBMITTAL INSTRUCTIONS

1.1 In response to the solicitation the offerors are required to submit technical and cost proposals in accordance with the instructions herein. It is the intent of the solicitation to seek proposals from qualified offerors with experience and excellent performance ratings. The successful offeror will be selected based on the "Best Over-all Value to the Government". Proposals will be evaluated on their own merit based upon the criteria factors listed herein, which are described in an equal order of importance.

1.2 SOURCE SELECTION: This source selection may result in award being made to a higher rated, higher priced offeror where the decision is consistent with the evaluation factors and where it is deemed by the Source Selection Authority that the technical superiority, overall business approach, and/or the past performance of the higher priced offeror outweighs the benefits of any price difference. The Source Selection Authority, using sound business judgment, will base the source selection decision on a trade off analysis of the proposals submitted in response to this solicitation in accordance with the evaluation factors established for this solicitation.

1.3 Each offeror is required to submit its proposal consisting of the following volumes:

Volume I – Technical Proposal (5 copies plus original)

Volume II – Cost Proposal (3 copies plus original)

Volume III – Subcontracting Plan (2 copies plus original)

1.4 Proposal envelopes will be marked:

Date of Opening: _____

Time of Opening: _____

Proposal for: **W912DR-03-R-0001**

1.5 Page limits: The following page limits shall apply, which do not include title sheets, indices, tables of content, schedules, past performance questionnaires/evaluations/documentation, or cover sheets:

Volume I - Technical Proposal: 150 pages, maximum

Volume II - Cost/Price Proposal (Section 00010, Price Breakdown Information, and Section 00600, Representation and Certifications)

A page printed on both sides will be counted as two pages. Pages containing text shall be submitted on 8-1/2 x 11 inch paper. Each page shall be minimally single spaced with a minimum 12 point font and one inch margins all around. Drawings or other graphics shall be reduced only to the extent legibility is not lost.

1.6 Offerors shall submit their proposals to the U.S. Army Corps of Engineers, Baltimore District, Attn: Contracting – Room 7000, 10 South Howard Street, Baltimore, MD 21201, no later than the time and date specified on Standard Form 1442, Block 13.

2. EVALUATION PROCESS

2.1 Proposal Compliance Review. This review will assure that all required forms and certifications are complete and that the technical and price proposals have been received.

2.2 Technical Qualifications. Technical proposals will be evaluated based upon the following factors Relevant Experience, Past Performance, Contract Management Plan and Bonding Capacity. Factors A., B., and C will be adjectivally rated, and factor D will be rated pass/fail. All factors will be rated and are of equal importance. All sub-factors within a factor are of equal importance.

- A. Relevant Experience
- B. Past Performance
- C. Contract Management Plan
- D. Bonding Capacity (Pass/Fail)

2.3 Price: The Government will evaluate price upon completion of the technical/quality evaluation. Price will not be scored.

2.4 Trade-off Analysis: After all above evaluations are complete, the Source Selection Evaluation Board (SSEB) will then consider all factors to determine which offeror has the proposal that represents the best value to the Government. The Government intends to award a contract to the offeror offering the most advantageous proposal to the Government considering that all the Technical Evaluation Factors are approximately equal to price.

2.5 Offerors are advised that it is the intent of the Government that an award will be made without discussions. However, the Government reserves the right to hold discussions if it determines that discussions are necessary. Therefore, proposals should be submitted on the most favorable terms which the offeror can submit to the Government. Do not assume you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

2.6 Offerors submitting proposals for this project should limit submissions to data essential for evaluation of proposals. However, in order to be effectively and equitably evaluated, the proposals must include information sufficiently detailed to clearly describe the offeror's experience, technical approach and management capabilities to successfully complete the project requirements. Requirements stated in this Request for Proposal (RFP) are minimums, unless otherwise stated.

2.7 All proposal materials shall be submitted in binders with a table of contents and tabbed section dividers. The sections shall parallel the submission requirements identified.

3. EVALUATION FACTORS

3.1 TECHNICAL – VOLUME I

Technical proposals will be evaluated based upon the factors and sub-factors identified below. All factors and sub-factors will be adjectivally rated and are equal in importance.

- A. Relevant Experience
- B. Past Performance
- C. Contract Management Plan
- D. Bonding Capacity

3.1.1 RELEVANT EXPERIENCE

The offeror's relevant experience will be evaluated based on the offeror's ability to execute the range of work required for this RFP. Specifically, it is anticipated that multiple delivery orders will be issued concurrently for various dollar volumes. The Government anticipates that the size, complexity and frequency of work will vary throughout the life of this contract. This evaluation will consider both the contractor's ability to provide construction efforts and manage the work of multiple delivery orders at various installations throughout the specified region.

The offeror shall submit:

- A. A list of up to ten (10) delivery order contracts that are similar in nature, size and complexity and that were completed and/or are current are within the past five years for consideration in determining the offerors overall qualifications. The list shall include:
 - a. Type of Contract (Indefinite Delivery, Indefinite Quantity, SABER, JOC, TOC or other multi-task type of contract)
 - b. Contract Number
 - c. Size of contract (dollar amount per contract) and duration
 - d. Total number of delivery orders
 - e. Total dollar amount of delivery orders issued
 - f. Point of Contact including phone number

The offeror may use Form A at the end of this section.

- B. A detailed list of up to twenty five (25) of the delivery orders submitted in 3.1.1.A above to include:
 - a. Type of Contract (Indefinite Delivery, Indefinite Quantity, SABER, JOC, TOC or other multi-task type of contract), Contract Number, point of contact including phone number.
 - b. List of all delivery orders issued on the contract to include a brief description of the work performed, completion date and dollar amount.
 - c. Other information to show relevancy to this project.

The relevant experience to demonstrate minimum qualifications for the work of this RFP includes the following elements:

Types of Construction: Minor repair, renovation and new construction. Specific types of construction include renovation, expansion and upgrade to existing facilities such as museum facilities, administrative offices, historic buildings, storage facilities, and/or instructional structures.

Complexity of Construction: Multiple trade construction to include, but not limited to, any combination of the following typical construction trades:

- windows and glazing, window coverings,
- roads and walks cast in place concrete site drainage and utilities
- doors, entrances
- roofing and siding, sheet-metal work,
- painting and wall coverings
- floor tile and carpeting,
- bathrooms and plumbing
- mechanical and electrical work

This contract requires a minimum of 20% of all work be self-performed. The offeror must indicate in the project descriptions the extent of self-performed work by trade and dollar value.

The offeror may use Form B attached to the end of this section to list up to 25 individual delivery orders for each overall contract submitted in paragraph 3.1.1.A. In addition to the information requested above, offerors are encouraged to provide any supplemental information to assist the Government in its developing confidence in the offeror's ability complete this project on the basis of relevant experience.

3.1.2 PAST PERFORMANCE:

The offeror will demonstrate that the overall contracts submitted in Paragraph 3.1.1.A for relevancy were completed at a minimum performance level of satisfactory. Submission of correspondence from previous project owners will suffice if performance evaluation forms are not available from the previous project owners. In the case of projects for government agencies, the offeror must submit that agency's performance evaluation forms. The offeror shall provide comments and ratings, as well as awards received for these projects. The offeror must provide references for each of these projects to include as a minimum the information as indicated on the form provided at the end of this section.

The above information is requested for the prime construction contractor and major subcontractors that are intended to be used in the performance of this work. The technical evaluation team may contact the owner or authorized representative of the project. The Government may also use other tools such as CCASS ratings to gather information regarding an offeror's qualifications and past experience.

3.1.3 MANAGEMENT PLAN

The intent of the Management Plan is to assist the government in developing confidence in the offeror's ability to deliver quality constructed facilities in a safe and timely manner. The government is seeking contractors capable of performing multiple task orders at numerous locations. The number and value of task orders may range from a minimum demand, where the maximum value of the contract will not be achieved in the three year period, to the maximum demand, achieving the limit of the contract in the first year. The contractor must demonstrate a capability of planning, managing and performing multiple task orders to meet the maximum demand.

a. Narrative: The offeror shall provide a narrative that describes the offeror's Management Plan to successfully executing this contract. Factors to include that will be considered in the evaluation are: quality workmanship, quality control, scheduling capabilities, ability to manage and accomplish a variable work load, home office staff (such as project management, estimating and scheduling resources), on-site or field staff, coordination with subcontractors quality control and safety. The narrative must also address all phases of the construction process to include the following: notification of scope, negotiating the delivery order, mobilization, commissioning and warranty response. Certain tasks under this contract may require ancillary design services (for example, tenant fit-outs). Describe how your firm will implement a "design/build" task order. The offerors are encouraged to elaborate on other factors that may assist the Government in developing confidence in the offeror's ability to perform the work of this contract.

b. Organization Chart: At a minimum, provide an organization chart showing position, physical location, of key personnel necessary to administer and manage the work of this contract. Identify all personnel and subcontractors included on the chart and clearly delineate on-site from off-site personnel. Indicate how the prime contractor and subcontractors interrelate and show the appropriate authority levels. Describe the home office organization, responsibilities and lines of authority. Describe your plan for managing subcontractor execution and administration.

3.1.4 BONDING CAPACITY (PERFORMANCE & PAYMENT BONDS)

Provide information that demonstrates bonding capability for providing the services for this solicitation. This information shall be in the format of a letter of current bonding capacity from a bonding company and will be considered a pass/fail element of the evaluation process. Offerors submitting a proposal shall demonstrate bonding capability of \$2.5 million for a single task order, and an aggregate amount of \$5 million each for the base period and the 2 one-year option periods. If the offeror can not demonstrate sufficient bonding capacity as described above, further consideration of the proposal will be terminated and the offeror will be rejected.

3.2 COST/PRICE - VOLUME II

Construction Coefficients: The offeror shall submit the proposed coefficients for pre-priced and non-pre-priced line items as identified in the required bid schedule. These coefficients are defined in Section 00010, SUPPLIES OR SERVICES AND PRICES AND COST". These coefficients will be evaluated but not point scored.

3.3 SUBCONTRACTING: VOLUME III

The subcontracting plan will be reviewed by the Small Business Evaluation Committee (SBEC) established by the SSA. The Subcontracting Plan is part of the Source Selection Process and will be rated on a "go, no-go" basis in accordance with AL93-10. Large business concerns must submit as part of their proposal their subcontracting projections for this project.

4. EVALUATION PROCESS

4.1 The evaluation of proposals will be conducted in accordance with FAR Subpart 15.3 - Source Selection. Offerors submitting proposals for this project should limit submissions to data essential for evaluation of proposals.

4.2 Proposal Compliance Review. This review will assure that all required forms and certifications are completed, and that the technical and price proposals have been received.

4.3 The government reserves the right to reject any or all proposals at any time prior to award, to negotiate with offerors in the competitive range, and to award a contract to the offeror with the most advantageous proposal to the Government.

4.4 TECHNICAL PROPOSAL: Volume I will be reviewed, evaluated and adjectivally rated by a Source Selection Evaluation Board established by the Source Selection Authority (SSA). Evaluation will be based solely on the evaluation factors identified above. However, in order to be effectively and equitably evaluated, the proposals must include information sufficiently detailed to clearly describe the offeror's relevant experience, past performance, management approach and financial capabilities to successfully complete the project. Requirements stated in this Request for Proposal (RFP) are minimum, unless otherwise stated.

4.4.1 RELEVANT EXPERIENCE

The Government considers submissions that demonstrates relevant experience consistent with that described in paragraph 3.1.1 as meeting the minimum requirements of this RFP. All of the requested information must be submitted in order to be considered as meeting the requirements of this RFP. Favorable consideration will be given to those proposals that demonstrate an extensive amount of experience in this size, complexity, type of contract and type of construction. Favorable consideration will be given for diversity of projects. Additional consideration will be given for those offerors demonstrating the concurrent performance of multiple tasks within a delivery/task/job order contract. Further consideration will be given for those offerors who have performed work concurrently in dissimilar geographic locations. Further consideration will also be given for those offerors who have demonstrated experience in design/build contracts.

4.4.2 PAST PERFORMANCE:

The Government considers submissions that demonstrate satisfactory or higher performance ratings through the information submitted in paragraph 3.1.2 as meeting the minimum requirements of this RFP. Favorable consideration will be given to those proposals that provide documentation of performance that is above average or outstanding. Additional consideration will be given for those offerors who have demonstrated performance that is above average in design/build contracts. Further favorable consideration will also be given for projects rated higher than satisfactory in the Corps of Engineers' CCASS rating system.

An offeror with no past performance relevant to specific major features of this solicitation must so state. The offeror, in this case, will be scored neutral for this Factor.

4.4.3 MANAGEMENT PLAN

Submissions will be considered as meeting the minimum requirements of this RFP if all of the requested information is submitted. Specifically, the narrative must address the factors indicated in paragraph 3.1.3.a and all phases of the construction process.

Additional consideration will be given to offerors that demonstrate completeness, reasonableness, and clear lines of authority and communication of the team members as depicted in narrative and organization charts. Further consideration will be given to offerors who include implementation of design/build processes.

Favorable consideration will be given in Quality Control for the thoroughness of the Quality Management Plan for construction processes and products.

Additional consideration will be given to those offerors who demonstrate the ability to provide timely responses to customer requests and to perform multiple tasks concurrently.

4.4.4 BONDING

Bonding Capacity (Pass/Fail Element): This is a pass/fail element. If the offeror can not demonstrate sufficient bonding capacity, as described above, further consideration of the proposals will be terminated and the offeror will be rejected.

4.5 Cost/price proposal will be evaluated to determine reasonableness.

A. PRIME CONTRACTOR/SUBCONTRACTOR EXPERIENCE FOR OVERALL CONTRACT
(Provide one sheet for each overall contract for up to ten (10) contracts)

Company name _____

Type of Contract (Indefinite Delivery, Indefinite Quantity, SABER, JOC, TOC or other multi-task type of contract):

Contract Number:

Size of contract (dollar amount per contract) and duration:

Total number of delivery orders:

Total dollar amount of delivery orders issued:

Point of Contact including phone number:

General Scope of Project and Relevance to this project:

Owner's P.O.C. to include Name, Address and Phone

(Note: If Government Contract, give name of Contracting Officer)

Role (prime, joint venture, subcontractor) and work your company self-performed on this contract, and number of years in this role: _____

Contract Value at Award/Completion: _____

Original/Final Contract Duration; _____

[illegible]

**PAST PERFORMANCE QUESTIONNAIRE FOR
SOLICITATION NUMBER W912DR-03-R-0001**

The offeror listed is being considered in a Source Selection by the U.S. Army Corps of Engineers, Baltimore District. This is a request for Past Performance information on a project the offeror has identified as being relevant to this solicitation. This information will be used in the evaluation of the offeror's performance of that project. The following information, once submitted, will be treated as confidential and will not be released. This information will only be used to evaluate this offeror for this solicitation. If the relevant project was a Corps of Engineers or U.S. Navy project, submit the SF1420 Evaluation in lieu of this form.

Information may be typed or legibly handwritten in ink.

Please include evaluation of the performance of the contract based solely on which they are liable. Please do not let factors beyond the control of the contractor that resulted in performance delays or other problems bias this evaluation of their performance.

Past Project Information:

Contractor:
Project Title and Location:

Evaluator:

Owner's Name: _____	
Name: _____	Date: _____
Phone No: _____	Fax No. _____
Address: _____	
Position held of function in relation to project: _____	
Signature of Evaluator: _____	

The following is a definition of the rating system used:

Exceptional: Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good: Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal: Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified correction actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were effective.

Ratings: In completing this questionnaire, please circle a letter corresponding to your rating, or NA if you are unable to provide an evaluation for any area:

E=Exceptional, VG=Very Good, S=Satisfactory, M=Marginal, U=Unsatisfactory

Please provide clear and concise narrative explanations (both positive and negative) for your answers. This is especially important for any rating above or below satisfactory.

Please rate and provide any supporting information for the following: (Use additional sheets as needed)

<p>1. The contractor's overall corporate management, integrity, reasonableness and cooperative conduct.</p> <p>Rating: E __, VG __, S __, M __, U __, N/A __</p> <p>Comments:</p>
<p>2. The relationship between contractor and owner's team.</p> <p>Rating: E __, VG __, S __, M __, U __, N/A __</p> <p>Comments:</p>
<p>3. The contractor's on-site management and coordination of subcontractors.</p> <p>Rating: E __, VG __, S __, M __, U __, N/A __</p> <p>Comments:</p>
<p>4. The contractor's quality control (CQC) system.</p> <p>Rating: E __, VG __, S __, M __, U __, N/A __</p> <p>Comments:</p>
<p>5. The contractor's performance on delivery of quality work.</p> <p>Rating: E __, VG __, S __, M __, U __, N/A __</p> <p>Comments:</p>
<p>6. The contractor's ability to meet the performance schedule.</p> <p>Rating: E __, VG __, S __, M __, U __, N/A __</p> <p>Comments:</p>
<p>7. What did the contractor do to improve schedule problems – if applicable</p> <p>Rating: E __, VG __, S __, M __, U __, N/A __</p> <p>Comments:</p>

<p>8. The contractor's ability to provide the required work at a reasonable total price.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>9. The contractor's compliance with labor standards – if applicable.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>10. The contractor's compliance with safety standards and/or number of incidents.</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>11. Did the contractor receive any of the following: Cure Notices; Show Cause; Letters of Reprimand; Suspension of Payments; or Termination? If Yes, please explain.</p>
<p>12. Would you award another contract to this contractor? In no, please state reasons for not recommending this contractor for additional work.</p>
<p>13. Customer satisfaction with end product.</p>
<p>15. OVERALL RATING:</p> <p>Rating: E ____, VG ____, S ____, M ____, U ____, N/A ____</p> <p>Comments:</p>
<p>Any Additional Comments:</p>

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

WAGE DETERMINATION

WAGE DETERMINATION

If a U.S. Department of Labor Wage Determination, has been included, it is titled: General Wage Decision No. DC0300003 Dated 2 January 2004, with all current modifications. For Construction contracts the wage rate is an attachment located at the end of Section 00800. For Supply, Service and A-E contracts the wage rate is an attachment located in Section J.

If a U.S. Department of Labor Wage Determination has not been included, it should be added by amendment prior to the date set for receipt of bids/proposals.

In the event a Department of Labor Wage Rates has not been attached to this contract, neither the contractor nor any subcontractor under the contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act, as amended.

End of Clause
(was0222-4020)

WAGE RATES

General Decision Number: DC030003 01/02/2004

General Decision Number: DC030003 01/02/2004

Superseded General Decision Number: DC020003

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
---------------------	------------------

0	06/13/2003
---	------------

1	10/03/2003
---	------------

2	10/31/2003
---	------------

3	01/02/2004
---	------------

ASBE0024-001 03/01/2003

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator		
Includes application of all insulating materials, protective coverings, coatings and finishes to all types		

of mechanical systems.
 Also the application of
 firestopping material
 for wall openings and
 penetrations in walls,
 floors, ceilings and
 curtain walls.....\$ 23.35 10.35

 ASBE0024-002 03/01/2003

	Rates	Fringes
Hazardous Material Handler		
Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 12.37	3.91

 * BRDC0001-001 04/27/2003

	Rates	Fringes
Bricklayer.....	\$ 24.85	5.52

 CARP0132-006 05/01/2002

	Rates	Fringes
Carpenter (Including Drywall Hanging).....	\$ 21.57	3.76
Piledriver.....	\$ 19.95	4.50

 ELEC0026-003 09/02/2002

	Rates	Fringes
Communication Technician.....	\$ 20.60	5.09
SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network). WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.		

 * ELEC0026-016 11/03/2003

	Rates	Fringes
Electrician (Excluding Communication-Low Voltage		

Wiring)

.....\$ 29.15 8.62+3%+a
 a. PAID HOLIDAYS: New Year's Day, Martin Luther King's
 Birthday, Inauguration Day, Memorial Day, Fourth of July,
 Labor Day, Veterans Day, Thanksgiving Day, the day after
 Thanksgiving and Christmas Day or days designated as legal
 holidays by the Federal Government.

 ENGI0077-009 05/01/2003

	Rates	Fringes
Power equipment operators:		
Boom Trucks.....	\$ 22.87	5.37+a
Cranes (35 tons and over).....	\$ 24.04	5.37+a
Cranes (under 35 tons).....	\$ 23.58	5.37+a
Forklifts.....	\$ 16.50	5.37+a
Piledrivers.....	\$ 23.58	5.37+a
a. PAID HOLIDAYS:		
New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.		
b. PREMIUM PAY:		
Tower cranes and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.		

 IRON0005-001 06/01/2003

	Rates	Fringes
Ironworkers:		
Structural, Ornamental and Chain Link Fence.....	\$ 24.00	8.975

 IRON0201-003 05/01/2003

	Rates	Fringes
Ironworker, Reinforcing.....	\$ 22.45	9.75

 LABO0074-001 06/01/2003

	Rates	Fringes
Laborer: Skilled.....	\$ 17.30	2.95
FOOTNOTE: Potmen, power tool operator, small machine operator, concrete labor including concrete preparation, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipelayers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers, and other machines that do the same general type of work, whether powered by air, electric or gasoline builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen.		

LABO0456-012 06/01/2003

	Rates	Fringes
Laborers:		
Mason Tenders, Brick.....	\$ 13.79	2.95
Mortarmen, Scaffold		
Builders.....	\$ 14.47	2.95

MARB0002-002 05/01/2003

	Rates	Fringes
Marble & Stone Mason.....	\$ 26.67	9.40
INCLUDES pointing, caulking and cleaning of All types of masonry, brick, stone and cement structures; EXCEPT pointing, caulking and cleaning of exisiting masonry, brick, stone and cement (restoration work)		

MARB0003-001 05/01/2003

	Rates	Fringes
Mosaic & Terrazzo Worker,		
Tile Layer.....	\$ 21.12	7.68

MARB0003-004 05/01/2003

	Rates	Fringes
Marble, Tile & Terrazzo		
Finisher.....	\$ 17.32	6.72

PAIN0051-004 06/16/2003

	Rates	Fringes
Glazier		
Contracts \$2,000,000		
and under.....	\$ 21.12	6.66
Contracts over		
\$2,000,000.....	\$ 22.34	6.66

PAIN0051-010 06/16/2003

	Rates	Fringes
Painters:		
Brush, Roller, Spray		
and Drywall Finishers.....	\$ 20.94	6.66

PLAS0891-003 05/01/2002

	Rates	Fringes
Cement Mason.....	\$ 21.87	3.895

PLUM0005-007 08/01/2003

	Rates	Fringes
Plumber		
ALL Other Work.....	\$ 28.22	10.19+a
Apartment Buildings		
over 4 stories (except		
hotels).....	\$ 18.28	6.84+a
a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.		

* PLUM0602-006 08/01/2003

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic (Including HVAC Pipe Work).....	\$ 28.17	10.22
a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving Day and Christmas Day.		

SFDC0669-001 04/01/2003		
	Rates	Fringes
Sprinkler Fitter.....	\$ 27.60	7.10

* SHEE0100-002 12/22/2003		
	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work).....	\$ 27.63	9.06

SUDC2000-001 04/12/2000		
	Rates	Fringes
Laborer, Unskilled.....	\$ 11.83	2.23
Pointer, caulker and cleaner INCLUDES pointing, caulking and cleaning of existing masonry, brick, stone and cement structures (restoration work); EXCLUDES pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement.....	\$ 20.00	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.		
=====		
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).		

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.		

WAGE DETERMINATION APPEALS PROCESS		
1.) Has there been an initial decision in the matter? This can be:		
* an existing published wage determination		
* a survey underlying a wage determination		
* a Wage and Hour Division letter setting forth a position on a wage determination matter		
* a conformance (additional classification and rate) ruling		
On survey related matters, initial contact, including requests		

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION

(End of Summary of Changes)

The following items are applicable to this modification:

SMITHSONIAN-GEN. REQUIREMENTS

S P E C I F I C A T I O N S

TABLE OF CONTENTS

DIVISION 1 GENERAL REQUIREMENTS

01000 Supplementary Conditions for Construction

PROJECT SUMMARY AND INFORMATION

1. Project Information
2. Summary of Work
3. Contract Time for Completion
4. Schedule of Alternates for Bid/Proposal
5. Schedule of Unit Prices
6. Bidder/Offeror Examination of Site
7. Availability of Documents

SPECIAL PROJECT REQUIREMENTS

8. Units of Measure
9. Non-Public, Tenant, and Secured Spaces
10. Museum Artifacts and Scientific Research Materials
11. Protection of Historic Properties

CONTRACTOR USE OF PREMISES

12. Hours of Work, Workdays, and Government Holidays
13. Conditions
14. Deliveries, Hauling, and Access
15. Dress and Deportment
16. Parking
17. Eating, Drinking, Smoking, and Illegal Substance Use

PROJECT COORDINATION

- 18. Coordination of Trades
- 19. Quality Assurance
- 20. Permits, Licenses, and Fees
- 21. Utility Service Interruptions and New Connections
- 22. Smithsonian-Furnished Items
- 23. Salvage
- 24. Cutting, Patching, and Matching Existing Work

PROTECTION OF THE SITE DURING CONSTRUCTION

- 25. Protection of the Site
- 26. Protection of Flora and Fauna
- 27. Debris Control and Daily Cleanup
- 28. Dust and Air Quality Control
- 29. Noise Control
- 30. Vermin, Pest, and Rodent Control
- 31. Drilling, Welding, and Cutting

TEMPORARY CONSTRUCTION FACILITIES

- 32. Field Offices, Trailers, and Sheds
- 33. Staging, Storage, and Work Areas
- 34. Sanitary Facilities
- 35. Temporary Utility Services and Extensions
- 36. Scaffolding and Platforms
- 37. Project Signs

MEETINGS

- 38. Preconstruction Meeting
- 39. Pre-Condition Survey of the Site
- 40. Project Meetings

SUBMISSIONS

- 41. Submittal Definitions
- 42. Submittals and Reviews
- 43. Criteria for Product Selection
- 44. Construction Photographs
- 45. Correspondence and Daily Reports

SAFETY, HEALTH, AND FIRE PROTECTION

- 46. Job-Site Safety
- 47. Toxic and Hazardous Substances
- 48. Personal Protective Equipment
- 49. Barriers, Barricades, and Walkways
- 50. Existing Fire Protection Systems

SECURITY REQUIREMENTS

- 51. General Security Requirements
- 52. Identification Badges
- 53. Access and Property Control at MSC
- 54. Security of Temporary Openings
- 55. Existing Building Alarm Systems
- 56. Security Guard Duty Charges

SCHEDULES AND PAYMENTS

- 57. Schedule of Values
- 58A. Scheduling & Payments / Bar Chart
- 58B. Scheduling & Payments / Critical Path Method
- 59. Assignment of Claims

PROJECT CLOSEOUT REQUIREMENTS

- 60. Project Closeout
- 61. Substantial Completion
- 62. Final Completion and Acceptance

END OF TABLE OF CONTENTS

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01000

SUPPLEMENTARY CONDITIONS FOR CONSTRUCTION

* INDICATES “TO BE DETERMINED”

PROJECT SUMMARY AND INFORMATION

PROJECT INFORMATION

- 1.1. OFEO Project No. * [this number is issued by OFEO]
* [project title]
* [building/facility]
* [street address]
* [city, state, zip, country if other than USA]

SUMMARY OF WORK

- 2.1. The Contractor shall furnish all supervision, labor, materials, and equipment needed to
* _____ at the Smithsonian
Institution's * _____ located at * (complete
address) _____, as set forth on the
Drawings for OFEO Project No. * _____, sheets 1 through * _____ and in these
specifications, both dated * _____.
- 2.2. The Work includes, but is not limited to:
- * _____
- * _____
- * _____
- 2.3. Critical Elements of the Work: The successful Contractor shall be fully qualified to
install critical elements of the Work. Upon request of the Contracting Officer, bidders shall
submit a statement of qualifications to address the following critical elements of the Work:
- * _____
- * _____
- * _____

CONTRACT TIME FOR COMPLETION

- 3.1. Work under this contract shall begin by the Contractor within ten (10) calendar days after receipt of each Task Order and shall be completed within the total contract time of *_____ calendar days (will be stated with each task order). All work, including project close-out activities, shall be completed in every respect within the contract time.
- 3.2. The start date and completion date shall be as stated in each Task Order issued by the Contracting Officer.

SCHEDULE OF ALTERNATES FOR *BID/PROPOSAL

NOT APPLICABLE

SCHEDULE OF UNIT PRICES (APPLICABLE WITH EACH TASK ORDER)

- 5.1. The unit prices in the following schedule shall be submitted as part of the *bid/ proposal. The Smithsonian and/or U.S. Army Corps of Engineers (USACE) reserves the right to accept or reject any or all unit prices.
- 5.2. The Contractor agrees that, in the event that the Contractor is directed by the Smithsonian and/or USACE to increase or decrease the quantities of work required by the contract documents on items listed below, the contract amount shall be adjusted based on the following unit prices.
- 5.3. Unit prices shall include the furnishing of all materials, labor, equipment, and services necessary for or incidental to the execution of the work specified. Unit prices shall include all direct and indirect costs, overhead, taxes, insurance, and profit.
- 5.4. These unit prices shall be binding upon the Contractor for the duration of the project. No escalation or other variation shall be allowed.
- 5.5. If requested by the Smithsonian and/or USACE, the Contractor shall provide material, equipment, and personnel to verify or determine changes in quantities. Contractor measurements and calculations shall be subject to verification by the COTR.
- 5.6. Schedule of Required Unit Prices

ITEM	Price (\$)	Per Unit
------	------------	----------

***BIDDER/OFFEROR EXAMINATION OF SITE**

6.1. Every effort has been made to indicate all work necessary to complete the project as identified. The Contractor shall carefully examine the premises during the proposal period and satisfy themselves as to the extent, nature, and location of the work, general and local conditions, particularly those bearing on transportation, disposal, handling and storage of materials, availability of labor, water, electric power, access routes, uncertainties of the weather, type of equipment and facilities needed for the successful execution of the work.

6.2. Before the proposal due date, the Contractor may view the project site on an appointment basis. Any comments, information or discussion during the site visit shall not modify the contract documents. The Contractor shall make an appointment to view the site by contacting:

Mr./Ms. * _____, Building Manager

Telephone No. * (____) _____

Smithsonian Institution

* (building) _____, Room * _____

* (street address)

* (city, state zip code)

6.2. If project is in a public area, no special arrangements will be necessary to visit the site between the hours of 10:00AM and 5:30PM.

6.3. This project may require special arrangements for access to a non-public area. Access to the site may be restricted at times other than during the scheduled visit.

AVAILABILITY OF DOCUMENTS

7.1. The cost of printing and delivery of the drawings and specifications shall be borne by the bidder/offeror. These costs, if any, are non-refundable. The bidder/offeror may obtain copies of the drawings and specifications from:

Leet-Melbrook, Inc.
18810 Woodfield Road
Gaithersburg, MD 20879
Telephone No.: (301) 670-7874

SPECIAL PROJECT REQUIREMENTS**UNITS OF MEASURE**

8.1. All fabrication and installation shall be performed in accordance with the units of measure given in the Contract Documents.

8.2. All Contractor and subcontractor personnel working on the site shall possess and use metric measuring equipment for all work shown in metric units. Conversion of dimensions

shown on contract drawings to English units for use of non-metric measuring equipment is prohibited.

NON-PUBLIC, TENANT AND SECURED SPACES

9.1. Certain tenant spaces, non-public spaces, utility and equipment rooms, and other areas related to or used for purposes of storage, conservation, research, curation of museum collection and artifacts or for scientific research may have restricted access.

9.2. The Contractor shall identify to the COTR as soon as possible, but no less than two working days in advance, any occupied areas that the Contractor must access that are located outside the limits of the project site. The Contractor shall identify in writing:

9.2.1. Restricted areas to be accessed.

9.2.2. Specific reason for needing access.

9.2.3. Nature of the work to be performed.

9.2.4. Date(s) and hours needed to complete construction work activity.

MUSEUM ARTIFACTS AND SCIENTIFIC RESEARCH MATERIALS

10.1. The handling of museum artifacts or scientific research experiments by the Contractor is strictly prohibited without written consent of the Smithsonian. The existing museum artifacts and research related materials may be moved only by authorized Smithsonian museum curatorial personnel. An offender of this clause may be subject to arrest or removal from the premises and project by Smithsonian security officers.

10.2. If temporary relocation of artifacts or research experiments is necessary, the Contractor shall give notice to the COTR at least five working days in advance of the time relocation is needed.

10.3. Humidity/Temperature Controlled Spaces: The Contractor shall take care to minimize fluctuations in air conditions and quality, particularly in areas containing artifacts and storage collections and laboratories and scientific research experiments. Humidity and temperature controlled areas require consistency of utility operation.

PROTECTION OF HISTORIC PROPERTIES

11.1. The project site is located in a designated National Historic Landmark property and requires special attention to the quality of materials selected for installation and workmanship efforts to satisfactorily preserve and restore historic elements and finishes of an historic landmark structure.

11.2. Upon request of the COTR, the Contractor shall submit evidence of technical competence in restoration work for National Historic Landmark structures, including subcontractor resumes, references and photographs or previous similar work.

11.3. Without exception, all original building fabric of the * _____ is designated historic.

CONTRACTOR USE OF PREMISES

HOURS OF WORK, WORKDAYS, AND GOVERNMENT HOLIDAYS

12.1. Work shall be performed under this contract during the normal workdays of Monday through Friday, except Smithsonian holidays as specified herein, and the normal work hours of 7:00 a.m. to 3:30 p.m.

12.1. The premises will be continually occupied, requiring the work under this contract to be performed during periods other than the building occupants' normal workday and hours. The normal workdays and hours of the building occupants are Monday through Friday, between * _____ a.m. and * _____ p.m. Therefore, the Contractor shall perform work under this contract during the normal workdays of * _____ through * _____, and the normal work hours of * _____ a.m./p.m. to * _____ a.m./p.m.

12.2. For each occasion the Contractor intends to work on Saturdays, Sundays or Smithsonian holidays, or during hours other than those indicated above, the Contractor shall obtain written permission from the COTR, at least 3 working days in advance.

12.3. The Contractor shall reimburse the Smithsonian Institution for security and inspection services provided by Smithsonian when the Contractor chooses to work outside the normal workdays and hours, as identified herein. However, the Contractor will not be charged for SI overtime security and inspection services, if in the opinion of the COTR, the work cannot be done during the normal workdays and hours due to requirements of the Smithsonian.

12.4. Smithsonian Holidays. For holidays that fall on Saturday, the Smithsonian holiday is observed on the previous Friday. For holidays that fall on Sunday, the Smithsonian holiday is observed on the following Monday. The Smithsonian holidays are listed below.

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	January, third Monday
George Washington's Birthday	February, third Monday
Memorial Day	May, last Monday
Independence Day	July 4
Labor Day	September, first Monday
Columbus Day	October, second Monday
Veterans' Day	November 11
Thanksgiving Day	November, fourth Thursday
Christmas Day	December 25

*President's Inauguration Day

CONDITIONS AFFECTING CONTRACTOR'S WORK

13.1. Existing Occupied Spaces: The premises will be occupied during the performance of the work under this contract, but the project area will be vacated. The Contractor shall schedule work to minimize interruption of surrounding occupants and occupied spaces.

13.1. Existing Occupied Spaces: The premises will be occupied during the performance of the Work. The Contractor shall schedule work activities to minimize interruption of occupants and occupied spaces. Efforts will be made to temporarily move employees and contents out of specific areas under construction, as needed, during the times requested by the Contractor. However, the needs of the Smithsonian Institution take precedence and free access for the Contractor cannot always be guaranteed. The Contractor may work in *

_____ only in the presence of authorized Smithsonian staff or guard personnel. Areas that will remain occupied include

* _____

13.2. Relocation of Existing Occupants: Contractor's requests for Smithsonian to temporarily relocate existing occupants or for Contractor's access to secured areas shall be made to the COTR as far in advance as possible, but no less than three working days in advance of the need for relocation.

13.3. Space for Contractor Use: The space available for Contractor's use is limited to areas indicated on the Contract Drawings at the project site. Space allocation and availability are subject to change, at the discretion of the Smithsonian, to meet the needs of all parties requiring access and space within the building and the surrounding areas.

CONTRACTOR DELIVERIES, HAULING, AND ACCESS

14.1. The Contractor's materials and equipment shall be delivered, received, and handled by the Contractor's personnel.

14.2. Access to the building for on- and off-loading of all material, structures, and equipment shall be

* _____

_____.

14.3. The Contractor may use the freight elevator located * _____ for movement of material, structures, and equipment, within acceptable loading limits.

DRESS AND DEPARTMENT

15.1. Contractors' personnel shall be fully and appropriately clothed at all times and shall conduct themselves in a manner appropriate to a public place. The COTR may require removal of any individual from the premises and project for unacceptable dress, demeanor, or disruptive conduct, if the Contractor superintendent fails to correct conditions in violation of this paragraph.

CONTRACTOR PARKING

16.1. One parking space will be assigned to the Contractor for use during the contract period. The space will be located as close to the project site as possible. The Contractor should contact the COTR to make arrangements to obtain an SI parking permit at least three working days before the start of any work on the site.

16.2. SI parking permits may be picked up at the following location between the hours of 8:00 AM and 5:00 PM, Monday through Friday, except government holidays.

Smithsonian Institution
SI Parking Office - NASM Room P703A
National Air & Space Museum
6th Street and Independence Avenue, S.W.
Washington, DC 20560
Telephone No. (202) 357-2443

16.3. The assigned space can only be used by the company vehicle. The vehicle must be clearly marked with company name and/or logo. The permit shall be displayed on the vehicle dashboard on the driver's side. Vehicles not in compliance with this clause are subject to ticketing and towing. Costs associated with parking violations shall be the sole responsibility of the Contractor.

16.4. Parking permits will indicate an expiration date for a maximum three-month period or for the last date of the contract time, whichever is earlier. Upon permit expiration, the Contractor shall be responsible for returning the expired permit to the SI Parking Office or renewing it. SI parking permits remain the property of the Smithsonian Institution

16.5. Arrangements for Contractor's parking is the sole responsibility of the Contractor. Parking may not be available at the project site.

EATING, DRINKING, SMOKING, AND ILLEGAL SUBSTANCE ABUSE

17.1. Eating and drinking in Smithsonian buildings or leased space will be allowed only in designated areas. Offenders may be subject to removal from the premises and project should the Contractor's Superintendent fail to correct conditions which, in the opinion of the COTR, violate this clause.

17.2. The consumption of alcoholic beverages by the Contractor's personnel is prohibited in all Smithsonian buildings or leased space.

17.3. Smoking or carrying lighted tobacco products is prohibited in all Smithsonian buildings or leased space, in exhibition and public spaces, in areas where hazardous materials are stored or handled, and in areas undergoing construction, renovation, or repair. Acceptable areas for smoking are outside of the building, as designated by the Smithsonian Facility Manager, and/or Office of Safety and Environmental Management (OSEM).

17.4. The possession, sale and/or use of narcotic or other illegal substances or firearms by Contractor employees is strictly prohibited in all Smithsonian facilities and leased space. Working on the project under the influence of alcohol or illegal substances is strictly prohibited.

PROJECT COORDINATION

COORDINATION OF TRADES

18.1. The Contractor shall coordinate work of different trades so that interference between mechanical, electrical, architectural, and structural work, including existing services, will be avoided.

18.2. Where work by separate entities requires off-site fabrication of products and accurate interfacing of materials to produce the required results, the Contractor shall prepare coordination drawings to indicate how work shown on separate shop drawings will be interfaced, intermeshed, and sequenced for installation. Coordination drawings shall be submitted in accordance with the requirements of the "Submissions" section.

18.2.1. Work installed prior to approval of coordination drawings shall be at the Contractor's risk. Subsequent relocations required to avoid interferences shall be made without additional expense to the Smithsonian. If an interference develops, the COTR will decide which work shall be relocated, regardless of which was installed first.

18.3. Installation of equipment and systems shall allow the maximum practical space for operation, repair, removal, and testing, within the limits indicated on the Contract Documents. Pipes, conduit, ducts, and other system components shall be installed as close as possible to ceiling slabs, walls, and columns to minimize space used while accommodating function and maintenance.

QUALITY ASSURANCE

19.1. The Contractor shall provide for quality control, inspections, testing, and re-testing as necessary for all work, including that of subcontractors, to assure compliance with the contract documents.

19.1. Contractor Quality Control (CQC) System: The Contractor shall provide a quality control organization and system to perform quality control, inspections, testing, and re-testing as

necessary for any item of work, including that of subcontractors, to assure compliance with the contract documents.

19.2. CQC Representative Designation and Authority: The Contractor shall provide a CQC Representative, supplemented as necessary by additional personnel, who shall be on the jobsite at all times during progress, with complete authority to take any action necessary to ensure compliance with the contract documents. The CQC Representative shall be appointed by a letter addressed to him/her and signed by an officer of the firm and shall not be the same individual as, or be subordinate to, the job superintendent or project manager.

19.3. CQC Plan Requirements: The Contractor shall furnish a CQC Plan within 30 calendar days after Contract Award to the COTR for approval. The Plan shall detail the procedures, instruction, and reports to be used to assure compliance with the contract documents. As a minimum, the Plan shall include the following:

19.3.1. Designation of the CQC Representative: Identify the person and list duties, responsibilities, and authority.

19.3.2. Organization Chart: Show CQC staff and its relationship other staff members and subcontractors.

19.3.3. Personnel Matrix: For each specification section, identify who is the authorized submittal reviewer, who will inspect the work, what testing laboratory or person will perform on-site testing, who will perform factory inspections and testing, and who will certify the documentation.

19.3.4. Responsibility and Authority: State the responsibility and authority for each individual in the CQC system.

19.3.5. Personnel Qualifications: Provide resumes and descriptions of prior experience on similar work.

19.3.6. Inspection Procedures and Schedule: Identify the inspection and testing procedures and scheduled dates as reflected on the CPM project schedule, organized by technical specification section.

19.3.7. Submittal Review Procedures and Schedule: Provide submittal log in accordance with the Submissions section. For each specification section, identify the name(s) of person(s) authorized to review and sign submittals for compliance.

19.3.8. CQC Documentation: Identify the procedures for documenting quality assurance operations, inspection, and testing. Provide samples of each type of required documentation - all forms, logs, reports, etc. Include a testing log listing all tests and inspections required by the contract documents and stating the action to be taken by the Contractor and/or the Smithsonian.

19.4. CQC Staffing Requirements: The following listing of minimum staff requirements in no way relieves the Contractor of meeting the basic requirements of the Contractor Quality Control System for this project. The Contractor shall ensure an adequate staff to meet the CQC

requirements at all times during construction. When necessary for a proper CQC organization, the Contractor shall provide additional staff at no cost to the Smithsonian.

19.4.1. CQC Representative: The CQC Representative shall be a graduate engineer or architect with a minimum of seven years of construction experience on projects similar to this one, including three years' experience in Quality Control.

19.4.2. Alternate CQC Representative: The Contractor shall designate an alternate person to act for the CQC Representative in case the CQC Representative is absent from the construction site. The alternate may not act for the CQC Representative for a period longer than 14 consecutive calendar days without written approval by the COTR.

19.4.3. CQC Submittals Assistant: The Contractor shall assign an assistant, to work until submittals are 95% complete, whose sole duty shall be to assist the CQC Representative in maintaining files and logs for submittals.

19.4.4. CQC Specialized Supplemental Personnel: The Contractor shall provide, as a minimum, a different person in each of the areas listed below to assist and report to the CQC Representative. Supplemental personnel shall be responsible for ensuring that the construction complies with the contract documents in their areas of responsibility. They shall be on the jobsite during all installation and testing in their areas of responsibility and shall be responsible for performing inspections and witnessing testing as required by the contract documents.

* _____

* _____

* _____

19.5. CQC Inspection Requirements: As a minimum, the inspection procedures shall include the following:

19.5.1. Preparatory Inspection: Preparatory inspection shall be performed before beginning work and before beginning each segment of work. Preparatory inspection shall include a review of the contract requirements, complete review of shop drawings and other submittals for conformance with contract documents, confirmation that all required testing will be provided, physical examination of all materials and equipment for conformance with approved shop drawings and submittals, and verification that all required preliminary work has been completed.

19.5.2. Initial Inspection: Initial inspection shall be performed as soon as a representative segment of the particular item of work has been accomplished. Initial inspection shall include checking of all dimensions, careful inspection of workmanship, performance of required testing, performance of corrective actions as necessary, and approval or rejection of the initial segment of the work.

19.5.3. Follow-up Inspections: Follow-up inspections shall be performed daily or more frequently, as necessary, and shall include continued testing and examinations to assure continued compliance with the contract requirements.

19.5.4. Special Inspection and Documentation: In addition to the above inspection requirements, certain Special Inspection and Documentation requirements may be contained within the technical specification sections. Each Special Inspection shall be performed and documented as required, and documentation shall be submitted as soon as possible after performance unless otherwise indicated.

19.5.5. Factory Inspection by the Contractor: The Contractor shall arrange and perform all factory inspections specifically required in the technical specifications sections.

19.5.6. Non-Compliance Check-Off List: The CQC Representative shall maintain a check-off list of work that does not comply with the contract, stating specifically what is non-complying, the date the faulty work was originally discovered, and the date the work was corrected. The CQC Representative shall not allow the Contractor to add to or build upon non-complying work unless, in the opinion of the COTR, correction can be made without disturbing the continuing work. The CQC Representative shall submit a copy of the check-off list to the COTR on a monthly basis. Items corrected on the day they are discovered do not need to be included on the submitted list.

19.5.7. Completion and Inspection of Work: The CQC Representative shall sign the written request for Substantial Completion Inspection (discussed in the Project Closeout Requirements section).

19.6. Testing Requirements: Except as specifically stated otherwise, the Contractor shall be responsible for all field sampling and in-place testing required by the contract documents.

19.6.1. Independent Testing Laboratory: The Contractor shall provide an independent, commercial testing laboratory to perform all sampling and testing services required, unless otherwise specified. The testing services shall be on- or off-site as required. Submit complete documentation of all tests performed in connection with the construction contract.

19.6.2. Smithsonian Acceptance of Laboratories: Except for factory tests, all field sampling and testing normally performed by commercial laboratories shall be performed by an independent commercial laboratory employed by the Contractor and accepted by the COTR. The Contractor shall submit the following information to the COTR for approval:

1. Name, registration number, and engineering discipline of the Registered Professional Engineer in charge of the laboratory.
2. Affidavit of compliance and certification that the laboratory performs work in accordance with requirements as stated in the contract documents.
3. A list of testing equipment proposed for each test procedure including latest calibration data.

4. A copy of the latest Laboratory Inspection Report by an independent agency with laboratory certification that deficiencies (if any) have been corrected.

5. Names and qualifications of persons actually performing testing and sampling. Changes in personnel shall be approved by the COTR prior to performance of work under this contract

19.6.3. Factory Tests: Unless otherwise specified, the Contractor shall arrange for factory tests when they are required under the Contract. Certified copies of test reports showing that the materials to be incorporated into the work conform to the contract documents will be acceptable, provided they are performed by the manufacturer or by agencies or laboratories acceptable to the COTR.

19.6.4. Test Results: Test results shall cite the contract requirements, the test or analytical procedures used, the actual results, and include a statement that the item tested or analyzed conforms or fails to conform to specification requirements. The cover sheet for each report shall be conspicuously stamped in large red letters "CONFORMS" or "DOES NOT CONFORM" to the specification requirements, as the case may be. All test reports shall be signed by a testing laboratory representative authorized to sign certified test reports. The Contractor shall arrange for immediate and direct delivery of the signed reports, certifications, and other documentation to the COTR.

19.7. Documentation: The CQC shall prepare or assist with the preparation of the following documents:

19.7.1. Daily Reports: The Contractor's Daily Report, as discussed in the section Contractor Correspondence and Daily Reports, shall be signed by the CQC Representative as well as the Superintendent. The CQC Representative's signature certifies that, to the best of his or her knowledge, the report is complete and correct, and that all materials, equipment, and work described on the report are in compliance with the contract plans and specifications, except as noted otherwise.

19.7.2. Special Inspection and Documentation: Reports of Special Inspections shall be signed by both the CQC Representative and the CQC Specialized Supplemental Person who witnessed the test or inspection certifying compliance with the specific contract requirement.

19.7.3. As-Builts: The CQC Representative shall ensure that all requirements for as-built record drawings and specifications are met. The CQC Representative or Specialized Supplemental Personnel assigned to inspect that particular portion of work shall initial each as-built drawing or technical specification section to certify its accuracy prior to submission in accordance with the Project Close-Out Requirements section.

PERMITS, LICENSES, & FEES

20.1. The Contractor shall obtain and pay for all applicable permits and licenses required by regulating agencies, including but not limited to: permits for pedestrian and road markings,

construction fences, sidewalk cuts, utility company connections, elevator certificates, waste containers, etc.

20.2. The Contractor shall pay all duties, fees, taxes, and other charges and give all notices necessary and incidental to the due and lawful execution of the work.

20.3. The Contractor shall keep the Smithsonian indemnified against all penalties and liability for breach of provisions of any national, provincial, district or city statute, ordinance, or law and the regulations and by-laws of any local or other duly constituted authority which may be applicable to the Work, and with such rules and regulations of public bodies and companies.

20.4. The Contractor shall register with Panama's "Junta Tecnica de Ingenieria y Arquitectura" and shall be represented by a licensed Panamanian Engineer and/or Architect.

20.5. Accessibility for Physically-Disabled Persons. The Contractor's shall provide temporary constructions at the site as necessary to maintain access for physically-disabled persons. All provisions for temporary access shall be subject to the approval of the COTR.

20.6. Food Service Facilities. The Contractor shall comply with health and sanitation requirements for new construction of food service facilities as cited in the District of Columbia Municipal Regulations, "DCMR 23 -Alcoholic Beverages and Food", available from:

Government of the District of Columbia
Municipal Building
Documents Section
1350 E Street NW
Washington, DC 20001

UTILITY SERVICE INTERRUPTIONS AND NEW CONNECTIONS

21.1. Any planned interruption in utility service must be approved by and coordinated through the COTR. The Contractor shall submit a written request as far in advance of scheduled interruption as possible, but no less than two full working days in advance. The Contractor shall make the necessary temporary provisions to supply continuous electrical power, HVAC space conditioning, and security as required during periods when service is interrupted.

21.2. The Contractor's work efforts to restore service shall be continuous until the interrupted utility is back in service.

21.3. The electrical power for * _____ may not be interrupted during * (days and hours)_____.

SMITHSONIAN-FURNISHED ITEMS INSTALLED BY THE CONTRACTOR

22.1. The following items shall be furnished by the Smithsonian for installation by the Contractor as part of this contract:

ITEM	DELIVERY LOCATION
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* TBD with each Task Order

22.2. Required delivery dates for all Smithsonian furnished items shall be included in the Contractor's Project Schedule, as discussed in the Schedules and Payments section. Any items requiring delivery within the first sixty days of the project or prior to submission of the Project Schedule shall be identified at the Preconstruction Meeting.

22.3. The COTR will notify the Contractor of scheduled delivery dates no less than two full working days in advance of delivery. The Contractor shall accept delivery of the items on scheduled dates or be responsible for any damage and/or expenses resulting from his failure to take delivery. Promptly upon delivery the Contractor shall contact the COTR and they shall jointly inspect the material or equipment for possible shortage or damage. If a shortage or damage is found, the Contractor and the COTR shall submit a report to the Contracting Officer.

22.4. The Contractor shall be responsible for proper storage and protection of items delivered, including all expenses incidental thereto.

22.5. For each item, the Contractor shall receive, sign for receipt, provide additional transportation as necessary, uncrate, assemble, locate in place, and provide complete installation including all connections necessary for operation or use. Installation and connection shall be in accordance with manufacturer's specifications as well as contract documents, including all labor and material required.

SALVAGE

23.1. The Smithsonian Institution assumes no responsibility for salvage value or any loss or damage to materials or structures on the site for which the Contractor may have reflected a salvage value in his or her proposal or bid.

23.2. Except as specifically stated in the contract documents, construction materials, equipment, or other items that are to be removed and neither re-used under this contract nor reserved as property of the Smithsonian Institution shall become the property of the Contractor and shall be removed from the premises by the Contractor.

23.3. The following items shall remain the property of the Smithsonian, and the Contractor shall deliver the items to the locations specified or as otherwise directed by the COTR, at no additional cost to the Smithsonian.

ITEM	DELIVERY LOCATION
------	-------------------

* TBD with each Task Order

CUTTING, PATCHING, AND MATCHING EXISTING WORK

24.1. Existing work shall be cut, drilled, altered, removed, or temporarily removed and replaced as necessary for performance of work under the contract. Work that is replaced shall match similar existing work. Structural members shall not be cut or altered, except where noted on drawings, without authorization of the COTR. Work to remain in place which is damaged or defaced during this contract shall be restored to match the conditions existing at the time of award of the contract, at no additional cost to the Smithsonian.

24.2. Conditions exposed by removal of existing work that do not match new finishes or align with new work shall be called to the COTR's immediate attention. Necessary corrective work directed by the COTR will be subject to adjustment provisions as stated in the General Conditions of the contract.

PROTECTION OF THE SITE DURING CONSTRUCTION

PROTECTION OF THE SITE

25.1. The Contractor shall provide adequate protection for all parts of the building, including interior and exterior surfaces, its occupants and contents, and grounds wherever work under this contract is performed.

25.2. Plan for Protection of the Site: The Contractor shall submit a plan for protection of the site to the COTR for approval. As a minimum, the Plan shall describe:

25.2.1. Proposed method, location, and construction of temporary enclosures.

25.2.2. Routes of access and egress, including those for people with disabilities.

25.2.3. Location and maintenance of emergency exits.

25.2.4. Methods of protection of existing surfaces and occupants.

25.2.5. Means of connection of temporary enclosures/surfaces to existing historic materials.

25.3. Temporary enclosures shall be constructed to prevent unauthorized access or egress. Dust and fume barriers shall be constructed, as needed or as determined by the COTR, to seal and isolate the work area from the remainder of the interior areas while the work is in progress. Wood used for protection of the site shall be fire-treated.

25.4. The Contractor shall submit information describing the proposed construction of temporary enclosures and methods of installation to the COTR for approval. Any connections to existing structures must be accomplished in such a way as to minimize disturbance of existing surfaces.

PROTECTION OF FLORA AND FAUNA

26.1. Flora Protection: The Contractor is expressly prohibited from collecting plant materials on Smithsonian property.

26.2. The Contractor shall not store materials inside the drip-line of trees or shrubs. Prior to the start of the work on site, the Contractor shall surround trees within the project site and adjacent areas with a protective fence ("snow fence"), 1.4 m high (minimum), 300 mm outside the drip line (minimum). The protective fencing shall be constructed of heavy-duty metal posts or pressure-treated 100 mm X 100 mm wooden posts, 1 m on center, with a top and bottom stringer of 50 mm X 100 mm members. The fencing fabric shall consist of 40 mm X 13 mm slats, pressure-treated.

26.3. Vehicular traffic inside the drip-line of trees, on turf areas, or on flower beds is not permitted without prior approval of the Smithsonian Office of Horticulture through the COTR. If flower beds must be crossed by vehicles, beds shall be bridged using 100 mm thick timbers to help prevent compaction of the soil in the flower beds. Any turf area used for parking must first be planked by the Contractor.

26.4. Where aerial work is being performed above shrub/flower beds, the Contractor shall protect them with an approved protective framework installed at least 300 mm above the tops of the plant materials. The Contractor shall submit the proposed method of protection to the COTR for approval. Trees and shrubs shall only be tied back with the approval of the COTR.

26.5. Any damage to the existing irrigation systems during construction shall be repaired by the Contractor within two calendar days of when the damage occurred. The Contractor shall bear all costs for repairs to the irrigation systems and for replacement of damaged plant materials. Replaced plant materials shall meet the criteria established by the Horticulture Division of the Office of Museum Services.

26.6. Plant material removed by the Contractor for re-use shall be balled, bagged, and protected in accordance with instructions prepared by the Smithsonian Office of Horticulture.

26.7. Turf areas damaged during construction shall be repaired by the Contractor by roto-tilling a minimum depth of 6 inches, backfilling with sandy-loam topsoil and installing certified Kentucky Bluegrass sod, consisting of a minimum of three varieties of Kentucky Bluegrass, a minimum of one year old. The Contractor shall bear all costs for these repairs.

26.8. The Contractor shall be responsible for the daily removal of trash and construction debris from turf and flower/shrub beds within the limits of construction.

26.9. Any plant material destroyed and/or damaged by the Contractor during construction shall be replaced with like genus and species of the same size, at no additional cost to the Smithsonian. The damaged plant materials must be replaced prior to final payment.

26.10. Any construction scaffolding on planted beds must be coordinated with the Smithsonian's Horticultural Services division through the COTR to ensure that its installation will not damage or destroy existing plant materials or turf area or interfere with daily maintenance of the grounds.

26.11. Vehicular traffic is not permitted inside the Smithsonian's Enid A. Haupt Garden.

26.12. Fauna Protection: The Contractor is prohibited from hunting, collecting, or feeding animals on Smithsonian property. All food and food wrapping brought on the premises must be properly disposed of in approved containers which are secured from animals.

DEBRIS CONTROL AND DAILY CLEANUP

27.1. The Contractor shall regularly clean up the work areas and shall at all times maintain the project in as neat and orderly a manner as is consistent with normal operations. Debris resulting from construction operations shall be removed from the site daily by the Contractor. The Contractor shall keep all access, haul routes, and site areas free of dirt, debris, and other materials resulting from construction activities.

27.2. Under no circumstances shall any rubbish or waste be dropped or thrown from one level of scaffolding to another or within or outside the building. Rubbish may be lowered by way of chutes, taken down on hoists, or lowered in receptacles.

27.3. Trash receptacles: The Contractor shall provide enclosed trash receptacle(s) in quantity and size necessary to meet project needs, located as approved by the COTR. Trash receptacles shall not be placed * _____.

DUST AND AIR QUALITY CONTROL

28.1. The Contractor will execute the Work by methods that minimize dust raised by construction operations. The Contractor will provide positive means to prevent objectionable odors and air-borne dust from dispersing into the atmosphere and from being drawn into existing air-intake louvers and ductwork.

28.2. Dust barriers shall be erected where necessary to protect adjacent areas from dust infiltration as required by the COTR. Dust barriers shall be rigid and visually opaque and shall seal the work area by affixing to the structure on all sides (i.e. ceiling, walls, and floor).

28.3. Means of connection of dust barriers to existing structures shall not damage the building fabric. Details of barriers shall be submitted for approval to the COTR.

28.4. No open fires or burning of trash are permitted.

NOISE CONTROL

29.1. The Contractor shall comply with the regulations of the District of Columbia and OSHA Standard 1926.52 and 1910.95 and all other regulations relative to safety noise control.

29.2. Activities that generate excessive noise or vibration and interrupt museum functions or create public disturbances may be required to be performed during off-hours at the discretion of the COTR.

29.3. The Contractor shall provide sound attenuation to maintain acoustic level below 75 dBA at a distance of 15 m.

VERMIN, PEST, AND RODENT CONTROL

30.1. The Contractor shall provide regularly scheduled inspection and treatment services by a licensed Pest Control Operator to deter and eliminate vermin or pest infestations for the duration of the project .

30.2. The Contractor shall use construction means which deter or prevent the introduction of pests into the project site or premises.

30.3. The Contractor shall submit the following information to the COTR for approval at least ten working days prior to the use or application of extermination materials:

30.3.1. Material Safety Data Sheets for the material being used.

30.3.2. Written description of each proposed type of use and restrictions on use of the area treated during and after application.

30.4. The Contractor shall remove dead rodents from the premises in accordance with local laws and ordinances. Dead rodents in inaccessible places shall be treated with isobornyl acetate, neutrolem alpha, or similar material. Masking agents or deodorants, such as pine, peppermint, wintergreen, formalin, anise, or activated charcoal shall be used as needed.

30.5. The Contractor shall use protective pads or cloths to protect Smithsonian property during treatments. Drippings or stains resulting from pest control operations shall be satisfactorily removed by the Contractor.

30.6. Poisons that constitute an extreme hazard to humans, such as sodium fluoracetate, shall be placed in bait containers that protect humans from contact with the poisoned bait.

DRILLING, WELDING, AND CUTTING

31.1. Daily Permit: When welding, torch cutting, or other heating operations are to occur inside existing structures, the Contractor shall obtain a daily welding permit from the Building Manager's Office at least two working days in advance. The permit must be posted at the job site prior to beginning the scheduled work.

31.2. Fire Watch: No welding or torch cutting shall be performed unless adequate fire protection is provided. The Contractor shall maintain a fire watch for the duration of welding, cutting, and heating operations and for at least 30 minutes after the 'hot' work has stopped. The Contractor shall provide adequate ventilation to prevent air contamination or the accumulation of toxic materials. A fire extinguisher (minimum 10 pounds, dry-chemical type, typical) shall be on hand when drilling, welding, or cutting.

31.3. Use of Impact Hammers: The use of impact hammers or other equipment causing vibration, noise, and dust may be harmful to collections and/or building occupants. The

Contractor shall request approval from the COTR at least five working days before beginning this type of work.

TEMPORARY CONSTRUCTION FACILITIES

CONTRACTOR FIELD OFFICES, TRAILERS, AND SHEDS

32.1. The Contractor shall establish a temporary office at the project site. The Contractor shall provide information about proposed locations of any temporary office, sheds, trailers, and staging and storage areas and designation of size, color and materials to the COTR for approval at least five working days prior to mobilization.

32.2. The Contractor may provide his own locking device on the door to the temporary office, trailer, or shed. The Contractor shall be solely responsible for the safekeeping and security of the construction facilities, materials, and equipment.

32.3. Upon completion of the Work, the temporary offices, trailers and sheds shall be removed and the area returned to its original pre-contract condition.

STAGING, STORAGE, AND WORK AREAS

33.1. The Contractor shall provide adequate storage and protection of materials and equipment delivered to the site to prevent theft, weather damage, or other physical damage.

33.2. Plan for Staging, Storage, & Work Areas: The Contractor shall submit a drawing (scale * _____) of areas proposed for construction operations for approval by the COTR at least five working days prior to mobilization or at the Preconstruction Meeting, whichever is first. The drawing shall show buildings, utilities, temporary toilet facilities, temporary utility extensions, temporary interior walls and barriers to limit unauthorized intrusion and to control noise and dust, pedestrian walkways, vehicular access, temporary fencing, trailers, sheds, storage areas, and the Contractor's desired route for access and egress to the premises and to the project site.

33.3. All wood used for temporary, interior construction shall be pressure-impregnated with a "Dricon" treatment or an equal treatment approved by the Smithsonian Institution. All pieces must bear the UL "FR-S" stamp. Intumescent (fire-retardant) paint shall not be used.

33.4. Fencing: The Contractor shall install a "snow fence" to define the temporary work limits for construction around exterior staging, storage, and work areas at no additional cost to the Smithsonian. The snow fence shall consist of 40 mm x 13 mm slats, preservative treated, 1.2 m high with 12 gage wire and 50 mm spacing between slats, on 1.8 m steel pickets with 1.8 m o.c. spacing.

33.5. Fencing: The Contractor shall provide and maintain a construction fence surrounding the project in accordance with the contract plans and technical specifications.

SANITARY FACILITIES

34.1. Contractors' personnel shall not be permitted to use public toilet rooms on the premises. The Contractor shall provide and maintain separate temporary sanitary facilities at locations approved by the COTR and shall remove the facilities at the completion of the work.

34.2. Contractors' personnel will be permitted to use designated restrooms located on the premises. If in the opinion of the COTR, the Contractors' personnel fail to maintain acceptable dress and conduct appropriate to a public place, permission to use the public restrooms may be rescinded.

TEMPORARY UTILITY SERVICES AND EXTENSIONS

NOT APPLICABLE

SCAFFOLDING AND PLATFORMS

36.1. The Contractor shall erect temporary scaffolding in accordance with OSHA 29 CFR 1926.451 and ANSI A10.8. The Contractor shall provide landing platforms with stairways or ladders for proper access and egress to all work areas.

36.2. For all frame scaffolding greater than 4 m in height, the Contractor shall submit working drawings to the COTR a minimum of ten working days in advance of scaffolding erection. Working drawings submitted by the Contractor shall be certified by a registered Professional Engineer.

36.3. During non-working hours, the Contractor shall close and lock the scaffolding with a physical barrier to prevent access by unauthorized persons.

PROJECT SIGNS

37.1. All signs, including signs identifying the Contractors, shall be submitted at least five working days prior to erection for approval by the COTR. The Contractor shall maintain and relocate the signs as necessary during the progress of the Work. The Contractor shall remove all signs, framing, and foundations at the completion of the Work.

37.2. Construction Site Information and Direction: Informational signs required to indicate the location of the Contractor's office and directional signs for safety, vehicular control, pedestrian right-of-ways, detours to facilities, etc. shall be furnished and installed by the Contractor as requested and approved by the COTR.

37.3. SI Project Identification: The Contractor shall furnish and erect two 3 m² project identification signs at the project site within 30 calendar days after the effective date of the Notice to Proceed. The exact lettering, graphics, content and location shall be determined by the Smithsonian Institution. Requirements for sign construction include:

37.3.1. Structure, Framing and Hardware: New metal structurally adequate to withstand 80 km/h wind, braced on secure foundation. Aluminum hardware. Sign attached to posts with screws from behind the sign.

37.3.2. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum 25 mm thick, standard large sizes to minimize joints.

37.3.3. Primers and Paint: Exterior quality, three coats. Colors to be selected by Smithsonian. Flat enamel. Polyurethane clear top coat on all surfaces.

37.3.4. Lettering and Graphics: Exterior quality paint. Contrasting colors to be as selected by Smithsonian. Lettering should be sized to be viewed from a minimum of 6 m. Smithsonian logo to be provided by Smithsonian.

37.3.5. Content and Layout: Wording and layout shall be approved by Smithsonian prior to fabrication. Minimum border at the top, bottom, and sides is 100 mm. Wording may include:

1. Facility logo, 175 mm
2. Facility name, 75 mm caps
3. Project title, 2 lines, 100 mm caps
4. "Smithsonian Institution Owner", 65 mm caps
5. " _____ Architect", 65 mm caps
6. " _____ Contractor", 65 mm caps

MEETINGS

PRECONSTRUCTION MEETING

38.1. A Preconstruction Meeting will be scheduled with the Contractor before any work is started at the site. As soon as possible after the issuance of each Task Order, the COTR will contact the Contractor to arrange a time, date, and place for the conference. Items to be discussed at the Preconstruction Meeting include, but not are limited to:

- 38.1.1. Contract Time: Notice to Proceed date and Completion date
- 38.1.2. Scheduling and Submittals
- 38.1.3. Mobilization and Staging
- 38.1.4. Access to the Premises, Haul Routes, Loading Dock
- 38.1.5. Contractor Deliveries
- 38.1.6. Security Requirements/List of Contractor's Personnel
- 38.1.7. Emergency Procedures and Phone Numbers

38.1.8. Protection of Site and Historic Preservation

38.1.9. Fire Protection and Safety Requirements

38.1.10. Utility Interruptions, Rough-in Inspections, Testing

38.1.11. Applications for Payment

38.1.12. Pre-Condition Survey of the Site

38.1.13. Accessibility Requirements

38.1.14. Quality Assurance

38.1.15. Preservation of Wildlife and Natural Resources

38.2. All of the Contractor's staff and Subcontractors or Suppliers whose presence is necessary or requested by the COTR shall attend the Preconstruction Meeting.

38.3. Coordination Plan: The Contractor shall use the Preconstruction Meeting to develop a Coordination Plan for interaction with other parties working in or using the facility. The plan shall be submitted no less than five working days after the Preconstruction Meeting, and shall address interactions with other contractors, tenants, the public, and any others making use of the site and surrounding areas. As a minimum it shall include:

38.3.1. Locations of overlap in use of the site by the Contractor and others, including work areas, delivery points, access/egress areas.

38.3.2. Specific items of work by others required to support critical milestones in the Contractor's schedule.

38.3.3. Completion or delivery of work by others that may impact the Contractor's schedule.

38.3.4. Portions of the work that create special hazards or disturbances.

38.3.5. Portions of the work that affect utilities, fire-protection or detection systems, or security systems.

38.3.6. Events requiring access to areas outside of the project site or secured spaces.

38.3.7. Protection to be provided by the Contractor for work completed by others either before or during this project.

PRE-CONDITION SURVEY OF THE SITE

39.1. After the Preconstruction Meeting and before the start of work on the site, the project site (i.e. building, its contents, grounds, and equipment) shall be inspected by the Contractor, major Subcontractors, COTR, and other Smithsonian Institution personnel as may be required for the

purpose of verification of the existing conditions. Any damages or defective equipment will be noted at this time, and this survey will serve as the basis for the establishment of the pre-contract conditions. The identification of pre-contract conditions will be jointly established by the Contractor and Smithsonian Institution.

39.2. Written and photographic documentation: The Contractor shall prepare a typewritten and photographic report in triplicate to identify damages or defects of materials, equipment, and the site. The Contractor shall retain one report and shall submit one report each to the Contracting Officer and the COTR.

39.3. Videotape documentation: The Contractor shall videotape and document the observations made during the survey of the existing conditions for buildings, improvements, finishes, utilities, interior surfaces, construction, and other systems, components, or materials which might be affected by the Work, including sidewalks, streets, and adjacent facilities. The Contractor shall employ a professional photographer and use a VHS-format video tape. The Contractor shall prepare the video report in triplicate copies. The Contractor shall retain one video report and shall submit one video report each to the Contracting Officer and the COTR. The typewritten and photographic report and video reports shall be complimentary in content and shall be submitted together.

PROJECT MEETINGS

40.1. Progress Meetings: The COTR will lead regular progress meetings with representatives of the Contractor, Smithsonian, Architect/Engineer (as required), major subcontractors, and other critical subcontractors and suppliers. The purposes of these meetings are to expedite the work, coordinate and schedule the Work, and coordinate the work with Smithsonian activities. Progress meetings shall be held weekly unless otherwise directed by the COTR. The time and place of the meetings will be established at the Preconstruction Meeting. The Contractor shall insure that all required subcontractors and suppliers attend the Progress Meetings and the COTR will insure that all necessary SI personnel attend.

40.2. Special-Topic Meetings: At the discretion of the COTR, separate meetings may be scheduled to address issues of quality assurance, coordination with other contractors on the premises, coordination with other agencies, scheduling of the work, application for payments, etc. The Contractor's staff and Subcontractors or Suppliers whose presence is necessary or requested by the COTR shall attend.

40.3. Meeting Minutes: The Contractor shall promptly prepare minutes of each meeting and send two copies to the COTR within five working days.

SUBMISSIONS

SUBMITTAL DEFINITIONS

41.1. Submittals are defined to include shop drawings, product data, samples, and additional data required for submission to the COTR for review and approval prior to incorporation into the work.

41.1.1. Shop Drawings: Detailed drawings, schedules, diagrams, and illustrations prepared specifically for this project by the Contractor, or any subcontractor, manufacturer, supplier, or distributor to illustrate fabrication and/or installation of a portion of the Work.

41.1.2. Schedule: A detailed tabulation of components, items, or parts to be furnished for use on this project.

41.1.3. Statement: An affirmation prepared by the Contractor, the installer, or manufacturer of a material, product, or system, to satisfy a requirement defined in a technical section.

41.1.4. Factory Test Report: A written report of the findings of a test performed by the Contractor on an actual portion of the Work or prototype prepared for this project before it is shipped to the site.

41.1.5. Field Test Report: A written report of the findings of a test performed by the Contractor on a portion of the Work during or after installation.

41.1.6. Certificate of Compliance: A written statement, signed by an authorized official of the manufacturer of a product or system or supplier of a material attesting that the product, system, or material meets the requirements of the contract documents. The certificate of compliance must be dated after the award of this Contract, and must name the project and cite the specification section, paragraph, and requirements which it is intended to address.

41.1.7. Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, manufacturer's descriptive literature, and catalog information illustrating a material, product, or system to be installed on this project.

41.1.8. Color Charts: Pre-printed brochures showing the color range of a material.

41.1.9. Test Reports: Reports verifying that a material, assembly, system, process, or laboratory meets requirements established in the Contract Documents. Reports shall indicate compliance by naming and describing the test method and test results. Testing must have occurred within three years of the date of award of this contract.

41.1.10. Samples: Physical examples of materials, equipment, assemblies, or workmanship establishing standards for evaluating finished Work.

41.1.11. Color/Texture Selection Sample: Samples of an available range of textures and/or colors of a material formed of the actual finish material over a substrate identical to that which will be used in the field.

41.1.12. Mock-up: An assembly or sample panel constructed in accordance with specifications to show construction details, finished appearance, and/or performance.

41.1.13. Material Safety Data Sheets: Instructions, warnings, and recommended and required handling and use procedures for individual hazardous materials published by the product manufacturer.

SUBMITTALS AND REVIEWS

42.1. Contractor Responsibility for Submittals: The Contractor shall provide all required submittals, by technical specification section, in accordance with the contract documents. The Contractor shall clearly indicate on the submittal that it has been reviewed by the Contractor and found to meet the project requirements. Any items submitted as substitutions shall be clearly identified as such on the submittal and the transmittal document. If shop drawings show variations from the contract documents because of standard shop practices or for other reasons, the Contractor shall provide a separate, written description of variations along with the submittal. The Contractor shall:

42.1.1. Review each submittal for conformance with requirements of the contract documents and coordination with related work.

42.1.2. Determine and verify all field measurements, required material quantities, method of assembly or erection, installation requirements, and proper connection to adjoining materials installed by others.

42.1.3. Assure that all submittals use the appropriate units of measure. All drawings and technical data shall be in SI (metric) units for projects designed in SI units. Preprinted literature in other units shall be accompanied by documentation to show conformance to project requirements.

42.1.4. Transmit all required submittals for a technical specification section at the same time unless prior written waiver of this requirement has been provided by the COTR.

42.1.5. Transmit submittals to the COTR in a logical and orderly sequence in accordance with the Submittal Schedule to prevent project delays or adversely impact work by the Smithsonian Institution or other contractors.

42.1.6. Correct and resubmit submittals according to response from Smithsonian Office of Engineering Design & Construction.

42.1.7. Commence work on items requiring submittals only after all related submittals are reviewed and approved by the Smithsonian and/or USACE. All Work shall conform to approved submittals.

42.2. Submittal Schedule and Control Log: The Contractor shall submit to the COTR a schedule of work-related submittals using the Smithsonian OFEO Submittal Log form within * 14 calendar days after the effective date of the Notice to Proceed. (Submittal Log form is available on computer disk upon request.) Submittals shall be listed in the order they are scheduled to be submitted and the following information shall be given:

42.2.1. Project Name, Project Number, Contractor Name, Contract Number

42.2.2. Technical Specification Section for each submittal

42.2.3. Unique Submittal Number

42.2.4. Description of item to be submitted, as listed in the specifications

42.2.5. Date item must be submitted to the Smithsonian in order to support the project schedule

42.2.6. Subcontractor providing submittal (in "Comments" column)

42.3. Quantities for Submittals: Unless otherwise noted in the technical specification, the Contractor shall deliver to the COTR:

42.3.1. Shop Drawings: Submit one reproducible and eight blue-line or black-line prints. After submittal review, three prints and the reproducible will be returned to the Contractor.

42.3.2. Product Data, Test Reports, Color Charts, etc.: Submit eight copies of each submittal. After submittal review, three copies will be returned to the Contractor.

42.3.3. Color/Texture Samples: Submit two samples, minimum size 600 mm by 600 mm, unless otherwise specified. After submittal review, one sample may be retained by the Smithsonian.

42.3.4. Mock-up and Sample Installations: Unless otherwise specified, minimum size shall be as noted to complete a panel section or normal break in the work.

42.3.5. Written Text Documents, Plans, and Reports: Submit eight copies, each copy with complete attachments, if any.

42.4. Submittal Reviews by the Smithsonian: Reviewed submittals will be marked "Approved", "Approved as Noted", "Resubmit", or "Disapproved". Submittal approval by the Smithsonian and/or USACE shall not relieve the Contractor of responsibility for submittal errors, omissions, or deviations from the contract documents. Approval of submissions does not constitute acceptance of substitutions except as covered under sub-paragraph entitled "Contract Requests for Substitutions".

42.5. Submittal Review Period: The Contractor shall transmit to the COTR all submittals sufficiently in advance of the time necessary for fabrication and installation to allow for review by the Smithsonian and/or USACE and return to the Contractor, including any time needed for correction and resubmission by the Contractor. The expected time required by the Smithsonian and/or USACE for review of initial submission is * 14 calendar days. No extension of the Contract Time will be granted for the Contractor's failure to allow sufficient time for review and processing, including resubmission of items which initially rejected due to improper submission or non-compliance with the Contract Documents.

42.6. Contractor Requests for Substitutions: Contractor requests for items identified by manufacturer, brand name, make, catalog number, etc. in the contract documents shall be submitted to the Contracting Officer for approval prior to contract award, in accordance with the

General Conditions. After award of the contract, contractor requests for substitutions may be considered and accepted by the Smithsonian and/or USACE at the discretion of the Contracting Officer.

CRITERIA FOR PRODUCT SELECTION

43.1. To the greatest extent possible, subject to the restrictions of the Buy American Act, provide products, materials, or equipment of a singular generic kind from a single source. Where more than one choice of a product or material is available for Contractor's selection, select an option which is compatible with other products and materials already selected.

43.2. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for complete installation for intended use and effect.

43.3. Products which, by nature of their application, are likely to be needed at a later date for maintenance and repair or replacement work, shall be current models for which replacement parts are available.

43.4. Product selection shall be done in accordance with the following requirements:

43.4.1. Standards, Codes, and Regulations: Select from among products that are in compliance with the project requirements, as well as with construction standards and all applicable codes and regulations.

43.4.2. Performance Requirements: Provide products that comply with specific performances indicated and are recommended by the manufacturer (in published product literature or by individual certification) for the application indicated.

43.4.3. Prescriptive Requirements: Provide products that have been produced in accordance with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing, finishing, testing, and other operations in the manufacturing process.

43.4.4. Visual Matching: Where matching with an established sample for color, pattern, and/or texture, the COTR shall determine whether a proposed product matches the sample.

PROGRESS PHOTOGRAPHS

44.1. The Contractor shall provide photographs of the project site and construction activities throughout the progress of the Work, produced by a commercial photographer, acceptable to the Smithsonian Institution and/or USACE. The COTR shall determine the vantage points from which photographs will be taken.

44.2. At least 24 color progress photographs shall be taken monthly. The actual number and location of views shall be directed by the COTR. Photographs shall be taken at the start and finish of various elements of construction designated by the COTR.

44.3. Within ten working days of taking photographs, the Contractor shall submit to the COTR a contact sheet for the Smithsonian's selection and approval of twelve prints to be made.

44.4. On the front of each print provide, by photographic means, an information box (40 mm by 90 mm) in the lower right hand corner. The box shall be typewritten and arranged as follows:

Smithsonian Institution

Title:

OFEQ Project No.:

Contract No.:

Contractor:

Photo No.:

Date:

Time:

Description/View:

44.5. On the back of each photograph, identify the photographer's name, address, telephone number, and numbered identification of exposure.

44.6. The selected photographs shall be printed on standard, commercial-quality, single-weight, glossy paper, eight inches by ten inches in size. Photographs shall be submitted to the COTR enclosed, back-to-back in a double-faced, plastic sleeve punched to fit a standard three ring binder. Also include a letter-sized, typed index for each set of photographs identifying the photograph number, date, time and description/view. Negatives shall be enclosed in a plastic sleeve designed for storing negatives.

44.7. Negatives, contact sheets, and photographs, including the copyright thereto, are the sole property of the Smithsonian Institution and shall be submitted to the COTR before Final Payment processing. The Contractor shall not use Smithsonian property except as authorized in writing by the Contracting Officer.

CONTRACTOR CORRESPONDENCE AND DAILY REPORTS

45.1. The Contractor shall correspond with the COTR for all matters related to this construction project, unless otherwise directed. All correspondence shall be signed and dated by the Contractor and shall reference the project, project number, and contract number.

45.2. The Contractor shall maintain daily reports using the Smithsonian Institution Contractor's Daily Report form. Reports shall be numbered consecutively and all sections shall be completed or noted as "not applicable." Reports shall contain detailed remarks each day, including but not limited to progress on the job, problems discovered, and discussions with Smithsonian staff. Reports shall be submitted to the COTR each day for the previous workday.

45.3. All correspondence with the Smithsonian Institution and/or USACE shall be in the English language.

SAFETY, HEALTH, AND FIRE PROTECTION

JOB-SITE SAFETY

46.1. Safety Coordinator: The Contractor shall designate a person responsible for safety at the project site for the duration of the project.

46.2. Job-Site Safety Plan: The Contractor shall submit a Job-Site Safety Plan within * 30 calendar days of the Contract Award and at least * 10 calendar days prior to mobilization to the site for approval by the COTR. As a minimum, the plan shall detail the procedures, designated persons, instructions, and reports to be used to assure job-site safety for all contractors, sub-contractors, Smithsonian personnel, the public, and others on the site.

46.3. Occupational Safety and Health: This contract is subject to Title 29 of the Code of Federal Regulations, Part 1910 "Occupational Safety and Health Standards" and Part 1926 "Safety and Health Regulations for Construction" pursuant to the Occupational Safety and Health Act (OSHA) of 1970 administered by the US Department of Labor, Occupational Safety and Health Administration.

46.4. Emergency Assistance: The Contractor shall post at the site telephone numbers for reporting emergencies, including the Smithsonian Office of Protection Services (OPS), ambulance, police, fire department, gas utility, electric utility, water/sewer utility, poison prevention aid, and hazardous-waste handling. This information shall be posted in a conspicuous location within the project area prior to the start of any work at the site.

46.5. Safety Signs: The Contractor shall post legible accident prevention signs in construction areas in accordance with OSHA standards. Safety signs shall conform to ANSI 235.1 and 235.2 Vehicular traffic control devices, barricades, and signals shall conform to ANSI D6.1.

46.6. Report of Accident or Illness: In the event of any accident or illness for which medical assistance is required, any criminal action, or any fire, the Contractor shall notify the appropriate authority (ambulance, police, fire Dept.), Smithsonian Security, and the COTR.

46.7. Emergency Evacuation: The Contractor shall post evacuation routes and facility emergency/self-protection plans at the site and train all employees in emergency procedures. In the event of a fire, the Contractor shall immediately activate the alarm at the nearest fire alarm pull station and notify building security. Upon the activation of the audible alarm, the building will be evacuated. No personnel shall reenter the facility until security personnel signal that the building is safe.

46.8. Contractor Personnel to be Contacted: The Contractor shall submit a written list of emergency telephone numbers and names of persons to contact for the General Contractor superintendent and for each major sub-contractor working on the project site. The initial list shall be submitted to the COTR at the Preconstruction Meeting. The list shall be updated and resubmitted to the COTR as needed.

TOXIC AND HAZARDOUS SUBSTANCES

47.1. The Contractor shall submit to the COTR, at least ten working days prior to their intended use, a written list of toxic and hazardous substances that will be used on the project. The Contractor shall submit a "Material Safety Data Sheet" similar to OSHA Form No. 20 for these substances to identify the following information:

- 47.1.1. Product Identification
- 47.1.2. Hazardous Ingredients
- 47.1.3. Physical Data
- 47.1.4. Fire and Explosion Hazard Data
- 47.1.5. Health Hazard Data
- 47.1.6. Emergency and First Aid Procedures
- 47.1.7. Reactivity Data
- 47.1.8. Spill or Leak Procedures
- 47.1.9. Special Protection Information
- 47.1.10. Special Precautions

47.2. The Contractor shall monitor the use of all toxic and hazardous substances to ensure that the specified Threshold Limit Values (TLV's) and/or Permissible Exposure Limits (PEL's) are not exceeded. Exposure of the Contractor's personnel and Smithsonian Institution employees and visitors to air-borne or any other physical contact with any substance shall not exceed allowable concentrations specified in:

47.2.1. "Threshold Limit Values and Biological Exposure Indices" of the American Conference of Governmental Industrial Hygienists, and

47.2.2. Title 29 CFR Part 1910, Subpart Z - "Toxic and Hazardous Substances" of the Occupational Safety and Health Standards.

47.3. The Contractor shall provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations. The removal of contaminated waste shall be in compliance with applicable laws and regulations.

47.4. To achieve compliance with the requirements of this section, administration or engineering controls shall first be implemented whenever feasible. When such controls are not feasible to achieve full compliance, protective equipment or other protective measures shall be used to keep exposure of all persons within the prescribed limits. Descriptions of equipment or technical measures to be used for this purpose must be submitted to the COTR for approval. The Contractor's requirements for compliance with all applicable local, federal, and state regulations remain in force.

PERSONAL PROTECTIVE EQUIPMENT

48.1. Personal protective equipment for eyes, face, ears, nose, head, extremities, and/or full body shall be provided, used, and maintained by the Contractor whenever necessitated by reasons of hazards encountered in a manner capable of causing illness, injury, or impairment in the function of any part of the body.

48.2. Persons required to use personal protective equipment shall be thoroughly trained. Training programs shall, as a minimum, meet OSHA and EPA requirements where applicable. The Contractor shall submit proof and criteria for employee training as requested.

BARRICADES, BARRIERS, AND WALKWAYS

49.1. The Contractor shall provide safety barricades in accordance with the District of Columbia Building Code and applicable OSHA regulations. The Contractor shall also provide barricades, subject to approval by the COTR, to deter passage of persons and/or vehicles into construction areas as specified or necessary.

49.2. The Contractor shall install temporary barriers, in a manner satisfactory to the COTR, to contain and secure the site from unauthorized entry and to minimize the adverse affects of noise and dust generated by construction activities on surrounding areas. Barriers shall be constructed of fire-retardant treated wood, with plastic sheeting as necessary.

49.3. If the work interferes with public or employee access to the facility or parts of the facility, as determined by the COTR, the Contractor shall provide personnel barriers and signage to create easily identifiable, accessible (to people with handicaps) walkways around the work. Signs shall be posted at decision points to prevent unnecessary travel along changed routes and to deadends. The barriers shall be erected and dismantled in phases so that a clear route is always available. The COTR and Contractor personnel shall have access through the barriers to the work areas. The Contractor may use hardware on the barrier doors to prevent entry by unauthorized persons.

49.3.1. Interior barriers shall be of standard drywall partition construction, painted, and terminated at the underside the existing ceiling. All requirements for fire protection shall be maintained.

49.3.2. Exterior barriers shall be of dimensional lumber and plywood, painted on both sides, and supported to prevent overturning. Barriers shall be repainted and maintained as necessary to remain in good condition as long as they are required.

49.4. Unless specifically indicated otherwise, barricades, barriers, and associated signs shall be removed upon completion of the Work. The Contractor shall coordinate the dismantling and removal with the COTR.

EXISTING FIRE PROTECTION SYSTEMS

50.1. During the course of the Work, all existing smoke and heat detectors and sprinklers heads must remain operable. Coverings may be applied to protect them from spray coatings or other hazardous conditions only during the actual operations. Coverings must be removed immediately after the operations have concluded. Damaged detectors and sprinkler heads shall be replaced immediately by the Contractor at no additional cost to the Smithsonian Institution. The Contractor shall test replaced detectors and sprinklers after installation to the satisfaction of the COTR.

SECURITY REQUIREMENTS

GENERAL SECURITY REQUIREMENTS

51.1. The Contractor and his employees must comply with security requirements imposed by the Smithsonian Institution, including any necessary security clearances. Failure to inspect the site or obtain knowledge of security regulations shall not relieve the Contractor from security requirements or from performance of any part of the work.

51.2. Prior to the start of work on the site, the Contractor shall submit to the COTR for approval, a list of the names, social security numbers, and addresses of all employees and subcontractor employees. The list shall identify the Prime Contractor and each subcontractor and trade. It shall be updated as necessary to accurately identify all workers who will be working on the site during the project.

51.3. The name and telephone number of the Contractor's Superintendent and authorized alternate individual who can be reached on a 24-hour basis shall be provided to the COTR at the Preconstruction Meeting.

IDENTIFICATION BADGES

52.1. Controlled Access: Contractor employees shall sign in and out with the security officer on a daily basis for the duration of the Contract Time. Access to the building will be granted only to Contractor employees who sign the Building Entry and Departure Register at designated entrances and who wear a Contractor Identification Badge or Day Pass in plain view for inspection. Photo identification badges with serial numbers and information about allowed access may be issued by the Smithsonian to some Contractor employees.

52.2. ID Processing: Contractor personnel will be issued identification badges for use while on the premises.

52.2.1. ID badges will be provided by the Smithsonian at no cost to the Contractor. Smithsonian reserves the right to not issue ID badges to those Contractor employees who fail to meet security requirements.

52.2.2. The Contractor shall submit to the COTR a written request for approval of each employee who will be working on site and was not on the original list. Each application must be submitted at least five working days before the employee is scheduled to begin on the project.

52.2.3. After obtaining a temporary official Smithsonian Institution identification badge, contractor personnel will be issued an MSC photo identification badge. The Contractor shall submit an application, SI Form 3513, for each contractor employee that will be working on site. Contractor employees not in possession of an MSC photo will be admitted to the facility only if an authorized MSC staff member approves the issuance of a day pass. Smithsonian cannot guarantee access for persons without an MSC photo badge.

52.3. ID Pickup: Contractors personnel reporting for work shall be required to sign the building entry and departure register and to exchange a driver's license or some other photo identification for the Contractor Identification Badge or Day Pass. The personal identification exchanged for the badge or pass will only be returned to its owner when the credential is returned.

52.4. Accountability for ID: Contractors who are issued an identification badge or day pass are strictly accountable for it and for following established access control procedures. Misuse of the credential, noncompliance with access control procedures, or failure to return the ID badge or day pass upon leaving the premises shall be reported to the COTR.

52.5. Lost ID: If a Contractor or subcontractor employee loses an ID badge or day pass, the Contractor shall report the loss immediately to the COTR. The Contractor shall submit to the COTR, within two (2) calendar days, a written report detailing how, where, and when the credential was lost. A request to the COTR for authorization of a replacement credential, if necessary, shall accompany this report. The Contractor shall bear the cost for replacement of the lost badge or pass.

52.6. Ownership of ID: The Contractor Identification Badge or Day Pass shall remain the property of the Smithsonian and it shall not be taken off the premises. The badge will be issued to the person it identifies when he reports to the work site for duty, and it must be returned to the security guard station whenever the person it identifies leaves the premises.

ACCESS AND PROPERTY CONTROL AT THE MUSEUM SUPPORT CENTER

53.1. MSC entry location for Contractors. Contractors will be permitted to enter the Museum Support Center only through the personnel door at the MSC loading dock. No one is to enter or leave the MSC through another door except in case of an emergency evacuation or with specific authorization of the MSC security office

53.2. Zoned work areas inside MSC. Contractors admitted to the Museum Support Center are permitted to enter only those areas in which they are performing project work, areas through which they must pass in order to reach their work area, or designated break, commons, or comfort areas. Key cards control access to most of the areas within the MSC. Contractors needing access to key-card controlled areas must be escorted.

53.3. MSC areas secured while occupied. Certain areas within the Museum Support Center will be kept locked whether they are occupied or unoccupied. Access to these secured areas will be strictly controlled and Contractors working within them must be escorted at all times. Arrangements for security escorts must be made at least 72 hours in advance of any work being done within secured areas. The MSC guard station will control all keys and will not issue keys to the Contractor.

53.4. Property control at MSC. Contractors entering the Museum Support Center will be required to register in a log book any personal property and equipment(i.e. lunch pails, tool chests, tools, etc.) that they are carrying into the MSC. All property being removed from the MSC is subject to inspection by MSC security personnel. Property cannot be removed from the premises if it has not been properly registered in the log book or issued an authorized property pass. Property passes, SI Form 3143, must be signed by an authorized MSC staff member and presented to MSC security personnel.

53.5. Published security regulations for MSC. Published security regulations for the Smithsonian Museum Support Center may be obtained from the MSC guard station.

SECURITY OF TEMPORARY OPENINGS

54.1. Any temporary opening in the building perimeter or between non-public and public interior spaces must be closed and secured with means acceptable to the COTR at the end of each workday. A clear and safe path shall be maintained at all times to allow museum visitors entrance into the museums. The Contractor shall secure his facilities and equipment during non-working times at his own expense. Authorized Smithsonian personnel shall have access to the work site.

EXISTING BUILDING ALARM SYSTEMS

55.1. The Contractor shall notify the Building Security Control Room prior to disturbing any alarm wiring, device, system, etc. The Contractor shall coordinate planned disturbances at least two (2) working days in advance of the scheduled work. Any alarm wiring, devices, or system that is broken or disturbed for any reason must be reported to the Building Security Control Room within three(3) minutes of the occurrence.

55.2. If any system or component is damaged by Contractor employees, the Smithsonian Institution Office of Protection Services will determine the procedures for repairing the damage to existing building alarm systems, and who will perform the repair work. The cost to repair the system and any related overtime costs for Smithsonian personnel shall be borne by the Contractor.

SECURITY GUARD DUTY CHARGES

56.1. If the Contractor is required to accelerate the work in order to complete the project within the specified Contract Time, or if other conditions arise as a result of the Contractor's management of the work which require that construction be accomplished during other than the normal workdays and hours defined for this project, the Contractor will be required to assume the cost of any additional inspection and guard services at overtime rates.

56.2. The current overtime hourly rate charged for each Smithsonian guard is * \$ _____. This rate is subject to change during the Contract Time without notice.

SCHEDULES AND PAYMENTS

SCHEDULE OF VALUES

57.1. The Contractor shall submit to the COTR a schedule of estimated values of all parts of the work. The breakdown of costs on the Schedule of Values shall follow the divisions used in

the project specifications and shall reflect major items and groups of items shown on the Contractor's project schedule. All values shall be in US dollars.

58A. SCHEDULING & PAYMENTS / BAR CHART

58.1. Project Schedule: The Contractor shall submit to the COTR for approval a Gantt bar chart project schedule within * 14 calendar days after receipt of Task Order. No work shall start at the site until the project schedule has been approved by the COTR. The approved bar chart will represent a baseline schedule on which the monthly construction progress will be indicated and submitted to the COTR. The baseline project schedule shall comply with the following:

58.1.1. Weekly breakdown of work activities shall be provided, including interaction between building trades, subdivided by items of work and areas of the project. Items of work shall be grouped and subdivided according to the divisions of the Construction Specifications Institute (CSI) format.

58.1.2. The start date and completion date shall be consistent with the Contract Time established by the Contracting Officer. Any intermediate deadline dates needed to meet specific requirements for Smithsonian use of portions of the work shall be shown.

58.1.3. Project condition survey activities shall be scheduled not later than the 14th calendar day of the contract time and prior to the start of any site work.

58.1.4. Project closeout activities shall be scheduled for completion in accordance with the requirements for the Contract Time for Completion.

58.1.5. Order dates and projected delivery dates shall be shown for equipment, special devices, hardware, products, or other items requiring long lead time.

58.1.6. Required delivery dates for items to be furnished by Smithsonian and installed by the Contractor shall be shown, as well as items to be furnished and installed by Smithsonian which will affect the Contractor's work.

58.1.7. Review periods for all submittals and time required for all necessary inspection and/or testing shall be shown.

58.1.8. Dates shall be given for ordering, delivery, installation, and testing of major equipment and special materials and equipment.

58.1.9. The Contractor shall specifically identify work activities and dates associated with construction bid alternates.

58.2. Revisions to Baseline Schedules: The Contractor shall submit to the COTR for approval all revisions to the approved baseline project schedule. The Contractor shall submit a proposed revision to the schedule as necessary along with proposals for construction changes, clearly indicating modifications to the schedule based on the proposal. The Contractor shall also submit for review and approval any proposed changes to the schedule due to inability to accomplish the work as planned, for any reason. Approved changes to the schedule shall be incorporated into the Project Schedule, and it shall be resubmitted as necessary or as requested by the COTR.

58.3. Progress Behind Schedule: If it becomes apparent to the COTR that the overall progress of the project is behind the approved project schedule, then the COTR will notify the Contractor in writing. The Contractor shall submit to the COTR for approval a Recovery Schedule and Plan to describe how the Work will be accelerated to meet the Contract Time requirements in accordance with the General Conditions contract clause entitled "Commencement, Prosecution, and Completion of the Work". The Recovery Schedule shall be superimposed on the approved baseline project schedule to demonstrate that proposed recovery activities will accomplish completion of the work by the approved completion date.

58.4. Reporting Progress and Applying for Payment: Each month the Contractor shall apply for payment and submit a report of the actual construction progress as follows:

58.4.1. By the 25th of each month, the Contractor and the COTR shall have inspected the work to determine percentages complete for each item, projected through the end of the month. The parties shall attempt to reach agreement on each item, but if they cannot reach an agreement the COTR will determine percent complete.

58.4.2. By the last day of the month, the Contractor shall submit an Application for Payment based on the determined percentages complete for each item. The application shall be submitted in triplicate on the Smithsonian standard Application for Payment form. Each copy of the Application for Payment shall be accompanied by the following:

1. a Progress Schedule identifying the cumulative progress superimposed on the latest revision of the approved Project Schedule. The net progress for the month and applicable dates shall be clearly indicated.
2. a complete set of copies of certified weekly-payroll data for the period.

58.5. Response to Application

58.5.1. Payment shall be made only for progress agreed upon by the COTR, performed on original Contract Work or approved modifications, in accordance with the current, approved Project Schedule. Failure to submit the Application in accordance with the specifications will prevent the processing of payments.

58.5.2. Payments will be mailed to the Contractor's address as identified in the contract documents on record with the Contracting Officer. Any changes of address or requests for wire transfer of progress payments must be made in writing, signed by the Contractor's authorized person, and submitted to the Contracting Officer.

58B. SCHEDULING & PAYMENTS / CRITICAL PATH METHOD

58.1. CPM Scheduling: The work under this project will be scheduled and reported by the Contractor using the Critical Path Method. The approved Project Schedule(s) shall be used by the Contractor for planning, organizing, executing, and directing the work; for monitoring and reporting progress; and for requesting payment for work completed. All costs shall be identified in US dollars.

58.1.1. Order and Inter-Dependence of Activities: The Critical Path Method will be followed to show the order and interdependence of activities and the sequence in which the work is to be accomplished. Each activity shall be tied to all activities that must logically precede or follow it, and all paths shall be continuous through to completion date(s).

58.1.2. Work Breakdown Parameters for Activities: The activities shown on the network diagram shall include construction activities, submittal processing by the Contractor, submittal processing by the Smithsonian, procurement activities for major equipment, fabrication of special materials and equipment, installation of special materials and equipment, inspections, and tests. All field activities that affect progress toward contractually required dates for completion of all or parts of the Work shall be shown. The level of detail shall be such that the duration of any activity will be no longer than ten (10) working days and no activity will have a dollar value exceeding \$15,000, except as allowed by prior and specific approval of the COTR.

58.1.3. Cost-loading of Activities: The Project Schedule shall include a dollar value (cost) for each work activity. The cost shall include labor, materials, equipment, small tools, incidentals, and a prorated portion of overhead and profit. The sum of all activity costs shall be equal to the total Contract Price. Each activity cost shall be coded with a cost code corresponding to a line item on the Schedule of Values.

58.1.4. Computer Software: The Contractor shall use a computerized CPM scheduling software designed for use on IBM personal computers. The name of the software proposed for use shall be submitted to the COTR, along with literature about the program's capabilities, functions, and operations, demonstrating that the requirements of the entire section entitled "Scheduling of the Work / Critical Path Method" can be met.

58.2. Required Schedules: The Contractor shall prepare and submit a Preliminary Project Schedule, Complete Project Schedule, Condensed Summary Schedule, Progress Schedules, and Recovery Schedules as described below.

58.2.1. Preliminary Project Schedule: Not later than twenty (20) calendar days after receipt of Notice to Proceed, the Contractor shall submit for review and approval by the COTR a Preliminary Project Schedule in time-scaled diagram form, defining in detail the Contractor's planned operations during the first 120 calendar days of the Contract Time. The Contractor shall also provide a time-scaled summary of the general approach for the balance of the project. The requirements set forth under the sub-paragraph entitled "Complete Project Schedule" shall apply to the activities expected to be completed or partially completed during the first 120 calendar days. The Contractor's submission of the Preliminary Project Schedule shall include four (4) copies and one (1) reproducible.

58.2.2. Complete Project Schedule: Within 90 calendar days after receipt of Task order, the Complete Project Schedule shall be submitted to the COTR for review and approval. The Contractor's submission of the Preliminary Project Schedule shall include four (4) copies and one (1) reproducible.

58.2.3. Condensed Summary Schedule: Along with each copy of the Complete Project Schedule, the Contractor shall submit to the COTR for approval a condensed summary version consisting of not more than 250 activities summarizing major work elements.

58.2.4. Progress Schedules: Each month, the Contractor shall prepare a Progress Schedule by inputting all information regarding actual start and actual finish dates, projected through the end of the month, into the computerized Project Schedule. Complete discussion of this requirement is contained in the section "Reporting Progress and Applying for Payment."

58.2.5. Recovery Schedule: If the work falls substantially behind the approved Project Schedule the COTR may require the Contractor to submit a Recovery Schedule in accordance with the Construction Contract Clauses paragraphs relating to "Commencement, Prosecution, and Completion of Work." Upon request, the Contractor shall submit a Recovery Schedule to the COTR for approval within ten (10) working days. The requirements set forth herein in the sub-paragraph entitled "Complete Project Schedule," shall apply to all activities shown on the Recovery Schedule.

58.3. Schedule Preparation: Schedules shall be prepared and submitted as network diagrams with accompanying reports as described below.

58.3.1. Diagram Format: Diagrams shall be submitted on sheets at least 30 inches by 42 inches. Each diagram shall show the date of the latest revision, the initials of the preparer of the diagram, and the approval signature of the party authorizing its submission. The Contractor shall also provide the COTR with a copy of the personal computer diskette, tape, or other recording device containing the Schedule. Diskettes shall be sized 3.5 inch and formatted for high density, double-sided.

58.3.2. Diagram Content: The following information shall be shown for each activity on the diagrams: preceding and succeeding activities, description of the activity, cost of the activity, craft involved, responsibility, and activity duration in calendar days. The critical path shall be determined and shall be clearly indicated on the diagram. Network activity numbers shall be assigned in ascending sequence so that preceding event numbers are smaller than the following event numbers.

58.3.3. Schedule Report Data: Computer-generated reports from the CPM schedule shall be a tabulation of all activities on the network and may include any of the following information for each activity:

1. Activity number;
2. Activity description;
3. Responsibility for activity (Contractor, Subcontractor, Supplier, Smithsonian, etc.);
4. Total monetary value of activity (TV);
5. Total duration in days (TD);
6. Percentage completed (PC);
7. Contractor's earnings-to-date based on percent of activity completed ETD);

8. Estimated remaining duration in days (RD);
9. Earliest start date, by calendar day (ES);
10. Earliest finish date, by calendar day (EF);
11. Actual start date, by calendar day (AS);
12. Actual finish date, by calendar day (AF);
13. Latest start date, by calendar day (LS);
14. Latest finish date, by calendar day (LF);
15. Total float time (TF);
16. The Work item from the Schedule of Values used for progress payments of which the activity is a part;

58.3.4. Standard CPM Reports: The following standard reports shall list all activities and the indicated data for each activity, sorted and ordered as described. The Contractor shall provide changes to these reports or creation of additional reports as requested by the COTR at any time.

1. Cost Report - sorted by responsibility, ordered by activity numbers (lowest to highest); including activity numbers, activity descriptions, TV, TD, PC, ETD, RD, and corresponding item number from the Schedule of Values.
2. Activity Report - in order of activity numbers (lowest to highest); including activity numbers, activity descriptions, TD, PC, RD, ES, EF, AS, AF, LS, LF, and TF.
3. Early Start Report - in order of early start dates, further ordered by total float (lowest to highest), then by activity numbers (lowest to highest); including activity numbers, activity descriptions, TD, PC, RD, ES, EF, AS, AF, LS, LF, and TF.
4. Total Float Report - in order of the amount of total float (lowest to highest), further ordered by activity numbers (lowest to highest); including activity numbers, activity descriptions, TD, PC, RD, ES, EF, AS, AF, LS, LF, and TF; and reflecting all activities having less than ninety (90) working days float.

58.4. Review and Approval of Project Schedules: The Smithsonian and/or USACE will review the Preliminary and Complete Project Schedules within fifteen (15) calendar days after receipt of each. The COTR will then schedule a meeting with the Contractor to review the Schedule and discuss any questions or recommendations the Smithsonian and/or USACE may have. Any revisions required by the COTR shall be submitted for approval within ten (10) calendar days after the review.

58.5. Changes to Project Schedules: During the Contract Period the Project Schedule will be revised and updated to reflect changes to the plan of execution and work progress. Schedule revisions and updates shall be executed and submitted as described below.

58.5.1. Contractor Revisions to Project Schedules: If the execution of the work varies significantly from the Project Schedule or the Contractor desires to make changes to the schedule, the Contractor shall submit a revision of the affected portion to the COTR along with a statement of the reasons for the change. The COTR will review and approve or reject the revision within fifteen (15) calendar days after receipt.

1. If the COTR observes work performed in variation from the approved schedule and considers these changes to be major, the COTR will require the Contractor to submit for review and approval, without additional cost to the Smithsonian, revision of all of the affected portions of the network diagrams along with standard reports to show the effect on the entire project.
2. A change will be considered major if the COTR determines that the change may impact the contract completion date.
3. Changes which affect activities with adequate float time shall be considered minor changes. An accumulation of minor changes will be considered a major change when the cumulative effect modifies the contract completion date. The effect of minor changes on logic shall be shown on each monthly update and described fully in the accompanying narrative report.

58.5.2. Changes Related to Requests for Proposals: For all proposals involving requests for time extensions or other significant changes to schedule, the Contractor shall submit a listing of all the activities affected, added, or deleted (by node numbers). The effect in time and money shall be described for each activity. If, in the opinion of the COTR, the proposed change may impact the completion date(s), the Contractor shall submit a diagram of that portion of the network schedule affected by the changes, along with standard reports for analysis.

1. Diagrams and reports submitted to illustrate the impact of a proposed change shall show the necessary revisions to activities, along with their costs, durations, and trade responsibilities. Failure to submit such a diagram with a proposal shall constitute a waiver of any claims for time extensions associated with the subject of that proposal.
2. Modification of activity times shall be agreed to by both the Contractor and the COTR. In the event that agreement on modified activity times cannot be reached, the COTR will direct the specific time adjustments to be entered into the program to determine approved, revised, contract completion dates.

58.6. Scheduling Consultant: The Smithsonian and/or USACE reserves the right to retain a scheduling consultant to assist the Smithsonian in performing the Smithsonian functions under this section and will inform the Contractor of its retention of such a consultant in writing. The Contractor will cooperate with the scheduling consultant by furnishing information contractually required to be furnished to the Smithsonian and/or USACE.

58.7. Reporting Progress and Applying for Payment: Each month the Contractor shall apply for payment and submit a report of the actual construction progress as follows:

58.7.1. By the 25th of each month, the Contractor and the COTR shall have inspected the work to determine percentages complete for each item, projected through the end of the month. The parties shall attempt to reach agreement on each item, but if they cannot the COTR will determine percent complete. These percentages shall be input into the latest revision of the Progress Schedule, including all revisions approved to date.

59.8.2. By the last day of the month, the Contractor shall submit an Application for Payment based on the determined percentages complete for each item. The application shall be submitted in triplicate on the Smithsonian standard Application for Payment form or as otherwise directed. Each copy of the Application for Payment shall be accompanied by the following:

1. a complete set of reports as described in the "Standard CPM Reports" section.
2. a complete set of copies of certified weekly-payroll data for the period.
3. a Change Order Status Report showing the following information for each approved modification and each pending or proposed change: Proposal Number, Modification Number (if applicable), affected activity numbers for each proposal, and the approved price for each modification.

58.8. Response to Application

58.8.1. Payment shall be made only for progress agreed upon by the COTR, performed on original Contract Work or approved modifications, in accordance with the current, approved Project Schedule. Failure to submit the Application in accordance with the specifications will prevent the processing of payments.

58.8.2. Payments will be mailed to the Contractor's address as identified in the contract documents on record with the Contracting Officer. Any changes of address or requests for wire transfer of progress payments must be made in writing, signed by the Contractor's authorized person, and submitted to the Contracting Officer.

ASSIGNMENT OF CLAIMS

59.1. Assignment of Claims are subject to the approval of the Contracting Officer. Any Assignment of Claim or subsequent re-assignment shall meet the requirements of the General Conditions contract clause entitled "FAR 52.232-23 Assignment of Claims".

59.2. All documents for assignments shall be written in the English language and shall be original ink signatures of the Contractor and assignee. All monies shall be identified in US dollars.

PROJECT CLOSEOUT REQUIREMENTS

PROJECT CLOSEOUT

60.1. Definition: Project closeout is a scheduled process for fulfillment of remaining contract requirements at the end of the project in preparation for final acceptance, final payment, normal termination of contract, beneficial occupancy, and establishment of the warranty period(s).

SUBSTANTIAL COMPLETION

61.1. Definition: The date of Substantial Completion of a project or specified part of a project is the date, as confirmed by inspection by the COTR, when the construction is at least 95% complete and ready for beneficial occupancy, so that the Smithsonian can take possession of that area or part of the work. Portions of the work that are specified to be phased for completion, areas required for Smithsonian's use prior to completion of the total project, or items of work identified by the COTR as necessary for partial beneficial occupancy may be inspected for substantial completion separately from the rest of the Work.

61.1.1. The Smithsonian Institution reserves the right to occupy or install equipment in completed areas of the building prior to substantial completion provided that such occupancy does not interfere with the completion of the work. Such partial occupancy shall not constitute acceptance of any part of the work.

61.2. Request for Substantial Completion Inspection: The Contractor shall submit a written request to the COTR for an inspection to establish Substantial Completion status. This request shall specify areas or parts of the work to be considered, and shall include a listing of all exceptions to the request, that is, items not considered to be substantially complete.

61.3. Submission of Operation and Maintenance Manuals: Prior to requesting Substantial Completion Inspection, the Contractor shall submit to the COTR three (3) sets of manuals for all systems and equipment, as specified in the technical sections of this specification. The manuals shall be bound in letter-sized, three-ring, loose-leaf binders with durable plastic covers. They shall be organized into suitable volumes of manageable size using the divisions of the Specifications as a guide. Each manual shall have table of contents and shall be assembled to conform to the table of contents with tab sheets locating each subject. The instructions shall be legible and easy to read. Where oversize drawings are necessary, they shall be folded to be not greater than letter-size. The words "Operation and Maintenance Manual", the name and location of the project, project number, contract number, date, and the name of the general contractor, shall appear on the cover. Manuals shall include, as a minimum, the following data:

61.3.1. Detailed description of each system and each of its components, including layout showing piping, valves, controls and other components, and including diagrams and illustrations where applicable.

61.3.2. Wiring and control diagrams with data to explain detailed operation and control of each component.

61.3.3. Control sequence describing start-up, operation, and shut-down.

61.3.4. Procedures for starting, operating, and shut-down.

61.3.5. Installation instructions.

61.3.6. Maintenance and overhaul instructions.

61.3.7. Lubricating schedule, including type, grade, temperature range and frequency.

61.3.8. Emergency instructions and safety precautions.

61.3.9. On-site acceptance test results for equipment installed under this contract.

61.3.10. Approved product data, shop drawings, and system as-builts.

61.3.11. Copies of approved certifications and laboratory test reports (where applicable).

61.3.12. Notarized copies of warranties (originals to be provided as required by "Warranties and Guarantees").

61.3.13. Written instructions for test procedures.

61.3.14. Performance curves and rating data.

61.3.15. Parts list, including source of supply, recommended spare parts, and service organization convenient to Smithsonian.

61.3.16. Name, address, and telephone number of each subcontractor who installed equipment and systems, local representative for each type of equipment and each system.

61.3.17. Other pertinent data applicable to the operation and maintenance of particular systems or equipment and/or other data as specified.

61.4. Other Prerequisites for Substantial Completion Inspection: The Contractor shall also complete the following prior to requesting inspection for certification of substantial completion:

61.4.1. Testing and start-up of systems.

61.4.2. Installation of all signage, including accessibility related signs, equipment instructions, identification labels, and permanent directional signs.

61.4.3. Submission of spare parts, tools, and surplus materials as required in technical specifications.

61.4.4. Scheduling of training sessions for Smithsonian personnel.

61.4.5. Removal of all waste, rubbish, and temporary facilities and services. Means of access to all areas of the work to be inspected by the COTR shall be maintained.

61.4.6. Disposition of samples and mock-ups not incorporated into the work.

61.4.7. Arrangement for permanent utility connections and billing responsibility transfer to Smithsonian's Office of Facilities Operations (OFO).

61.4.8. Arrangement for transfer of security responsibility for the project site and changeover of locks by Smithsonian's Office of Protection Services(OPS).

61.5. Scheduling of the Substantial Completion Inspection: Within seven (7) calendar days after receipt of the Contractor's written request, the COTR will either schedule an inspection or advise the Contractor of work that must be completed or prerequisites that must be met prior to scheduling the Substantial Completion Inspection. In that case another written request for Substantial Completion Inspection must be submitted when all requirements have been met.

61.6. The Substantial Completion Inspection: The Substantial Completion Inspection will be performed by representatives of the Smithsonian Institution and/or USACE led by the COTR. During the inspection the COTR will prepare a punch list of deficiencies in the work. If the punch list becomes too extensive the COTR may cancel the inspection and require additional work to be performed for a repeat inspection.

61.6.1. For satisfactory inspection results, the COTR will issue the written punch list to the Contractor as soon as possible after the inspection. Items on the punch list must be completed prior to final acceptance of the total project work.

61.6.2. For unsatisfactory inspection results, the COTR will within three (3) calendar days give written notice to the Contractor that the Work or portion of the Work is not substantially complete in accordance with the contract documents and therefore does not meet Substantial Completion status. Requests for re-inspection shall meet all requirements for the original request for Substantial Completion inspection.

61.7. Punch List: Incomplete contract requirements identified during the Substantial Completion Inspection will form an initial basis for a punch list for final acceptance. All punch list items must be completed by the Contractor within the Contract Time. If additional days are needed to complete the punch list items beyond the Contract Time, then the Contractor shall submit, prior to the end of the Contract Time, a written request to the Contracting Officer stating:

61.7.1. Items requiring additional time

61.7.2. Amount of time needed to complete each item

61.7.3. Reasons why the items cannot be completed by the contract completion date.

FINAL COMPLETION AND ACCEPTANCE

62.1. Definition: The date of final completion of a project is the date, as confirmed by inspection by the COTR, when the Work is satisfactorily completed and accepted in accordance with the contract documents, as amended and/or modified.

62.2. Request for Final Completion Inspection: When all items on the punch list have been corrected to the satisfaction of the COTR and additional requirements as described below have been satisfied, the Contractor shall submit a written request for Final Completion Inspection.

62.3. Prerequisites for Final Completion Prior to requesting the inspection for certification of Final Completion the Contractor shall complete the following:

62.3.1. Submission of a copy of prior punch-list stating that each item has been completed or otherwise resolved for acceptance.

62.3.2. Provision of Instructions to Smithsonian Personnel -where instructions to Smithsonian personnel are specified in other sections, furnish, without additional expense to the Smithsonian, the services of competent instructors, who will give full instruction in the care, adjustment, and operation of the systems and equipment to designated Smithsonian employees.

1. Each instructor shall be familiar with all parts of the system on which he or she is to give instruction and shall be knowledgeable about the systems' operation and required maintenance. Factory trained instructors shall be employed wherever practical and available.

2. Unless otherwise required or approved, the instruction shall be given during the regular work week after the equipment has been accepted and turned over to the Smithsonian for regular operation. Where significant changes or modifications in equipment are made under the terms of the contract, additional instruction shall be provided as may be necessary to acquaint the operating personnel of the changes or modifications. Unless otherwise stated, at least half of the time allocated for instruction shall be "hands-on," using the actual system installed.

3. Upon completion the Contractor shall obtain written acknowledgment from the COTR that the required instruction was completed.

62.3.3. Posting of operating instructions approved by the COTR for each system and each principal piece of equipment. Include wiring and control diagrams showing the complete layout of the entire system including equipment, piping, valves, and control sequence framed under clear laminated plastic, and posted where directed by the COTR. Printed or engraved operating instructions for each principal piece of equipment including start-up, proper adjustment, operating lubrication, shut-down safety precautions, procedure in the event of equipment failure, and any other necessary items of instruction as recommended by the manufacturer of the unit shall be attached to or posted adjacent to the piece of equipment. Operating instructions exposed to the weather or wet or humid conditions shall be made of weather-resisting materials or shall be suitably framed and enclosed to be weather protected. Operating instructions shall not fade when exposed to sunlight and shall be secured to prevent easy removal or peeling. The Contractor shall coordinate the location of posted instructions with the COTR.

62.3.4. Provision of equipment demonstrations for each equipment item. The Contractor shall coordinate scheduling of all demonstrations through the COTR.

62.3.5. Submission of original warranties for all products, equipment, and systems.

1. The Contractor shall assemble original warranty certificates or notarized copies of warranty certificates executed by the Contractor, subcontractors,

suppliers, and manufacturers in a tab-indexed three-ring loose leaf binder with a durable plastic cover. The table of contents shall identify the item covered, the location of the item, the date of Substantial Completion, expiration date of the warranty, and the supplier, vendor, and installing contractor. Duplicate notarized copies of warranties shall be provided as required by "Manuals for Operation, Maintenance, and As-Built Product Data."

2. Each warranty certificate or bond shall identify the date(s) for:

- (1) Substantial Completion status in accordance with project closeout requirements.
- (2) Beginning and ending of the warranty period.
- (3) The Contractor shall provide any coincidental product warranty which is available on a product incorporated in the Work, but for which the warranty is not specifically required by the contract documents.

3. Warranty of Construction: The Contractor shall warrant that the work performed under this contract conforms to the contract requirements and is free of any defect in equipment, materials, design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. Unless otherwise stated in the technical sections of the Specifications, the warranty of the Work shall continue for a period of one (1) year from the date of Final Completion status. If Smithsonian takes partial occupancy before Final Completion, then the warranty for that portion shall be in effect for a period of one (1) year beginning on the date of Substantial Completion for that portion of the Work.

62.3.6. Submission of construction progress photographs and negatives, property survey, and similar final record information.

62.3.7. Arrangement for change-over locks through the COTR and Smithsonian Office of Protection Services as required for security for Smithsonian occupancy.

62.3.8. Submission of evidence of payment and transfer date of utility company accounts for those utilities previously billed to the Contractor during construction, as necessary.

62.3.9. Submission of evidence that all regulatory agency permit and code requirements have been completed and recorded, as necessary.

62.3.10. Submission of a signed, written statement that no damage has occurred to the site as documented by the pre-condition survey report.

62.3.11. Final clean-up, including:

1. Sweep and dust all surfaces and wash all finished surfaces to appear new and free of all stains, soil marks, dirt, and other forms of defacement.
2. Remove labels which are not required as permanent labels.

3. Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substances which are noticeable as vision-obscuring materials. Replace broken glass and damaged transparent materials.
4. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of dust stains, films, and similar noticeable substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective condition.
5. Wipe surfaces of equipment clean. Remove excess lubrication and other substances.
6. Remove debris and surface dust from limited-access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics and similar spaces.
7. Wet-mop concrete and clean other hard-surface floors according to manufacturers' recommendations.
8. Vacuum clean carpeted surfaces and similar soft surfaces.
9. Clean plumbing fixtures to a sanitary condition, free of stains including those resulting from water exposure.
10. Clean project site (yard and grounds) of litter and foreign substances. Sweep exterior paved areas to a broom-clean condition; remove stains, petro-chemical spills and other foreign deposits. Rake grounds which are neither planted nor paved, to a smooth, even textured surface.

62.4. Inspection of the Work for Final Completion: Upon receipt of the Contractor's written notice that the work has been completed the COTR will inspect the work to confirm Final Completion status and acceptance of the work. As soon as possible after inspection, the COTR will either provide written acknowledgment of final acceptance or advise the Contractor of work not completed or obligations not fulfilled as required for final completion and acceptance.

62.5. Application for Final Payment:

62.5.1. Application for Final Payment shall be submitted only after Final Acceptance has been certified in writing to the Contractor by the COTR. Application shall include final labor data and progress schedule update.

62.5.2. Final Payment will be approved when Final Acceptance has been certified and the following conditions have been met:

1. Certification signed and submitted by the Contractor that all contract requirements, including contract modifications, have been met.
2. Final Release of Claims submitted.
3. Release of assignment of claims or consent of surety submitted, as necessary.

4. All security ID badges and parking permits returned to Smithsonian.
5. As-Built Record Drawings submitted. During the progress of the work the Contractor shall maintain a complete and up-to-date set of record prints, open to inspection by the COTR at any time. These prints shall provide a complete and accurate as-built record of all changes to the Contract Drawings, including rerouting of runs, relocation of items or control points, and all other modifications. The exact location of pipes, conduit, or other features concealed underground, under concrete, in chases, or above ceilings shall be shown by perpendicular dimensions from at least two available landmarks. As-built drawings shall be neatly marked with colored pencils or ink, marked "As-Built," and signed and dated by the Contractor. Upon completion of the Work and before final payment, the Contractor shall submit to the COTR photographically produced as-built record drawings on 4-mil, double matte, mylar sheets, sized the same as the contract drawings.
6. As-Built Record Survey of Underground Utilities submitted. If outside or underground utilities are part of the work, the Contractor shall furnish to the COTR for approval an acceptable and accurately dimensioned survey showing location and elevation of underground storage tanks, all utility lines for water, gas, electrical, sewer, steam, etc., including valves, connections and changes in direction, as installed under the contract, within the property lines and outside the building walls. Points where utility lines emerge from the building shall be located from lot monuments. The survey shall be made to scale in pencil or ink on 3-mil, double matte mylar sheets the same size as the contract drawings and must be marked "As-Built" and signed and dated by the Contractor.
7. As-Built Record Specifications submitted. The Contractor shall submit one set of project specifications with annotations to identify any changes made during construction, referencing modification numbers, dates and originators of authorizing letters or memos, and other sources of changes. The cover shall be marked "As-Built" and signed and dated by the Contractor.
8. Close-out Conditions Text and Photographic Documentation submitted. The Contractor shall prepare a typewritten text and photographic report of observations made during the inspections for project closeout regarding conditions of new work and adjacent items that were examined for the pre-condition survey report. Any defects shall be identified and the Contractor's operations on the defect shall be described. The Contractor shall make the text and photographic report in triplicate. Within 10 calendar days after the Final Inspection, the Contractor shall submit one copy to the Contracting Officer, one copy to the COTR, and retain one copy for the Contractor's files.
9. Final Videotape Documentation submitted. The Contractor shall employ a professional photographer to prepare a videotape with audio narrative of the observations made during the inspections for project closeout. Videotape shall include work completed under the project and items examined for the pre-condition survey report. The Contractor shall make the video record in triplicate

copy. Within 10 calendar days after the Final Inspection, the Contractor shall submit one copy to the Contracting Officer, one copy to the COTR, and retain one copy for the Contractor's files.

62.6. Published Notices for Project Completion: The Contractor shall submit proof of publication three (3) times and on alternate days, of the Notice of Final Completion and Acceptance of the Work in at least two local newspapers. The notices shall state that the Work has been completed and accepted by the Smithsonian and request that anyone with unsettled accounts against the Contractor for services or supplies should present the appropriate documentation to the COTR within forty-five (45) days of the publication of the notice.

END OF SUPPLEMENTARY CONDITIONS FOR CONSTRUCTION

QUESTIONS & RESPONSES**Questions & Responses
Posted for Informational Purposes Only**

Solicitation W912DR-03-R-0001

Indefinite Delivery/Indefinite Quantity Task Order Projects for the Smithsonian Institute and other Facilities/Installations Within the U.S. Army Corps of Engineers, Baltimore District

Question 1: We understand per section 100 - 3.1.1 that this contract requires that 20% of the work be self-performed. Can a contractor meet this requirement if the self-performed work is accomplished by their JV partner or key sub consultant?

Response: JV partner, yes. Key sub consultant, no.

Question 2: The aforementioned contract references FAR 28.102-2(b) re: bond amounts. Under definition the FAR states, "...or for indefinite-quantity contracts, the price payable for the specified minimum quantity." Since the minimum guaranteed amount of the IDIQ is \$100,000.00 per annum does this indicate that the bid bond and the performance and payment bonds are based on \$100,000.00 with increases as work is awarded?

Response: The successful offeror shall be required to provide a performance and a payment bond in the amount of \$100,000.00, the guaranteed minimum amount. The offerors must also be able to demonstrate their capability to obtain a single bond in the amount of \$2.5M and bonds in the aggregate amount of \$5M per period (base and the 2 one-year option periods), for a total of \$15M over the three-year period. See Section 00100, paragraph 3.1.4.

Question 3: The name of the contractor currently providing IDIQ Task Order services.

Response: There is no current contract in place.

Question 4: What are the current line item unit coefficients, Section 000010 Bid Schedule for the current contract.

Response: There is no current contract in place.

Question 5: Background: Paragraph 4.4.1, relevant experience, indicates that the offeror must demonstrate experience consistent with that described in paragraph 3.1.1 in order to meet the minimum requirements of this RFP. Paragraph 3.1.1 discusses experience in a type of contract vehicle, i.e., IDIQ, SABER, JOC, etc. Later in the same paragraph you list various types of construction projects for which the offeror must have experience.

Question: What is not clear is whether the offeror must have experience in certain Contracting Vehicles in order to meet the minimum requirements of this solicitation or whether experience in the type of construction projects is sufficient to meet the minimum requirements?

Response: Demonstrated experience in relevant construction projects within a multi-task contract vehicle per paragraph 3.1.1 is sufficient to meet the minimum requirements.

Question 6: Background: Paragraph C.7.e, indicates that the offeror must provide a payment/performance bond in the amount of \$5,000,000 in accordance with FAR 28.102-2(b) and that the bond must be furnished with 10 days of contract award. However, FAR 28.102-2 says the following: "...for indefinite-quantity contracts, the price payable for the specified minimum quantity" is the amount of bond required. On the standard form 1442,

you list the guaranteed minimum dollar amount as "\$100,000."

Question: Shouldn't paragraph C.7.e be revised to comply with the FAR?

Response: *See question no. 2.*

Question 7: Are we required to provide Standard Form 1411 with our Cost Proposal? It was not included in the instructions for the cost proposal as outlined in the Proposal Submittal Instructions, Section 00100, paragraph 1.5.

Response: *SF1411 is not required.*

Question 8: What is the City Cost Index to be used on this contract?

Response: *Washington, D.C.*

Question 9: Is a pre-proposal conference or site visit planned for this solicitation prior to the due date?

Response: *A pre-proposal conference is scheduled for February 3, 2004 per this amendment. No site visit is planned.*

Question 10: Please clarify that the Unit Price Book to be used for this contract is the current edition of the RS Means Facilities Construction Cost Data.

Response: *Yes.*

Question 11: Which unit price column from the current edition of the RS Means Facilities Construction Cost Data is to be used for pricing, the "Total Bare Costs" column or the "Total Incl O&P" column?

Response: *Total Bare Costs*

Question 12: Can the Owner provide further information regarding the weighting of the R.S. Means Coefficients and the Non-Prepriced Coefficients in the coefficient evaluation?

Response: *Best value.*

Question 13: Does the Owner intend to provide office or trailer space for the Contractor's field office?

Response: *See attached "Smithsonian General Requirements" Section 13.3.*

Question 14: In paragraph C.7, the Government indicates that Pulsar software is to be provided to a) Architect-Engineer; b) COR/PM; and c) Field Office. Does the "Architect-Engineer" and "Field Office" refer to the Government's Architect-Engineer and Field Office or those of the contractor?

Response: *The Government*

Question 15: Under Section 00100, "Proposal Submittal Instructions", Paragraph 3.1.1.B, the offeror is required to provide a listing of all delivery orders, with specific details of each, under five selected contracts. Since our contracts typically involve 200 to 300 delivery orders each, it will be difficult to provide this information within the 150 page limitation. Can the Government clarify the extent of the information required to meet this item?

Response: *See revised Section 00100 attached to this amendment.*

Questions 16: Section 00100, "Proposal Submittal Instructions", Paragraph 3.1.2. requests agency performance evaluation forms, comments, ratings and awards from our referenced contracts. Since

this documentation can be lengthy, would the Government consider excluding it from the proposal page limitation?

Response: *See revised Section 00100 attached to this amendment.*

Question 17: The Data Item Description (DID) entitled “Subcontracts” requires all subcontract agreements to be forwarded to the Government for information purposes. Would the TOC contractor be allowed to blacken out the price and any other proprietary information?

Response: Yes.

Question 18: Does the Government really intend to require an electronic weekly status report covering all task orders, a monthly progress report per task order and a site-specific report at the conclusion of each task order, per the DIDs? This much documentation seems unusual for a quick-response TOC and will most likely require an administrative person added to the staff, increasing the costs to the Government.

Response: Yes.

Question 19: Paragraph 3.1.1B requires “a detailed list of up to five (5) of the delivery orders submitted”. Should it read “five (5) of the delivery order contracts”?

Response: *See revised Section 00100 attached to this amendment.*

Question 20: Can the list of delivery orders issued, per 3.1.1B(b), be a partial list of representative delivery orders with a detailed description of the work? There would be no doubt to the contract’s relevance, but many of our TOCs and JOCs have thousands of delivery orders and such a list would be dozens of pages in length.

Response: Yes.

Question 21: In paragraph 3.1.2 please clarify the requirement to provide performance evaluation forms. Is this pertaining to just the five (5) most relevant contracts?

Response: *See revised Section 00100 attached to this amendment.*

Question 22: Paragraph 4.4.3 states that “favorable consideration will be given in Quality Control”. Is the Bidder required to submit a Quality Control Plan for the contract in the proposal? If so, in which volume should the plan be placed?

Response: *The bidder should submit a narrative, not a complete quality control plan. See revised Section 00100 attached to this amendment.*

Question 23: Are the costs for the RS Means training, Pulsar training, partnering sessions and computers to be included within the coefficient or will task orders be issued for these items?

Response: *Costs should be included in the coefficients.*

Question 24: What are the exact number of copies required for delivery for each volume? There are conflicting numbers within the RFP.

Response: *See revised Section 00100, para. 1.3, attached to this amendment.*

Question 25: For pricing of the task orders which RS Means column do we use (e.g., right-hand column with O&P)?

Response: *Total Bare Cost.*

Question 26: What does the \$100,000 in the Bid Schedule Section 00010 represent?

Response: *That is the amount estimated and allowed for any design work which may be required on the contract.*

Question 27: What are the correct RFP requirements for bid, performance, and payment bonds? There are conflicting numbers within the RFP.

Response: *See revised Section 00100, para. 3.1.4. See also Question no. 29.*

Question 28: Could FAR 52.227-7 (Insurance Liability to Third Persons) be included in the RFP contract clauses?

Response: *Far 52.227-7 refers to Patents-Notice of Government Licensee. Insurance-Liability to Third persons is referenced in FAR. 52.228-7 and does not apply to this solicitation.*

Question 29: On the SF 1442, it is marked that we have to supply a bid bond. Since this is an IDIQ contract, is this bid bond requirement 20% of the minimum award value of \$100,000?

Response: *20% of \$5 million, the maximum value of the base period, or \$3 million, whichever is less.*

Question 30: Concerning FAR clause 219.24, on the subcontracting plan we understand the need to meet small business goals, but it is difficult to assign dollar amounts to the firms concerning the NAICS code without knowing the scope of work and the task order amount. Can we issue the subcontracting plan without a breakdown of the NAICS code.

Response: Yes

Question 31: Our interpretation is that in section 3.1.1 Relevant Experience Subfactor B you are looking for a detailed list of up to five (5) of the delivery order CONTRACTS. Is this correct?

Response: *See revised Section 00100 attached to this amendment.*

Question 32: In cross referencing sections 3.1.2 (past performance evaluating factors) and 4.4.2 (past performance evaluation process) of the technical proposal, it is indicated that the offeror will demonstrate that the projects submitted in Paragraph 3.1.1.A for relevancy were completed at a minimum performance level of satisfactory. Does this concern individual delivery order projects or the overall master JOC contract.

Response: *Ratings to be on overall master contract. If there are no overall ratings, individual ratings may be used.*

Question 33: Does this mean that any offeror having any delivery order rating lower than satisfactory will fail to meet the minimum requirements for the rfp and that the offeror will be disqualified?

Response: *See question no. 32 above.*

Question 34: Since CCASS only stays current for 3 years how does the government evaluate contracts for the 3-5 year period?

Response: USACE database if available.

Question 35: *A past performance questionnaire form was included in the RFP, but their does not appear to be any requirement that it be used. Will the CCASS ratings and other existing past performance measurements suffice?*

Response: *Para 3.1.2 explains the different types of documentation that can be submitted for performance. One of options is the form included in the solicitation if other forms are not available.*

Question 36: “The offeror must identify all comments and ratings, as well as awards received for these projects.” Please define “identify”.

Response: *See revised Section 00100 attached to this amendment.*

Questions 37: If the offeror is to somehow address the references, does that mean that the responses are to be sent to us, not directly to USAED?

Response: *Responses are to be submitted as part of the package.*

Question 38: The SF1442 on the above referenced solicitation says an offer guarantee is required. Under proposal submittal instructions it says a letter from your Bonding Company is required. Please clarify.

Response: *See question no. 29.*

Question 39: Under Section C, Scope of Work; C.7, e. a \$5,000,000 Performance & Payment bond is required. The SF1442 states maximum amount is \$2,500,000. Please clarify.

Response: *See question No. 2.*

Question 40: Can the Government confirm that the Past Performance Questionnaires required by paragraph 3.1.2. of Section 00100 are to be included as part of our proposal submission? If so, given the form’s length (3 pages) and that multiple Questionnaires are to be submitted, can these be excluded from the page limitation for the Technical Proposal?

Response: *See revised Section 00100 attached to this amendment.*

Question 41: What is the expected percentage of task orders on this contract to include design services?

Response: *Can not be determined at this time.*

Question 42: The Bid Schedule, in the Notes to Bidders, states that “a current wage rate determination will be included with each task order issued from this contract.” Since wage rate determinations are updated several times throughout the year, this forces bidders to account for the possibility of higher wage rates in their coefficients. Is this correct? In our experience, the current Davis Bacon Wage Determinations at the time of award and at the time each subsequent option is exercised are used for the entire contract period.

Response: *Yes.*

Question 43: Can the Owner provide any information regarding the percentage of work to be done during non-standard hours (e.g., between 5 PM and 7 AM, weekends, or holidays)?

Response: *Can not be determined at this time.*

Question 44: Section C, Scope of Work, Paragraph C.1. states that in addition to the Smithsonian Institute, other facilities within the Baltimore District will be covered by this contract. There is a substantial variation in labor costs across the large geographical area covered by the Baltimore District. Also, different Davis Bacon Wage Determinations than those included with the contract should apply to facilities outside of the District of Columbia. Without knowing the distribution of work in the Baltimore District, a bidder may submit a higher coefficient for the Smithsonian Institute than needed to accommodate work at other locations. We are very interested in work at all locations

covered by the US Army Corps of Engineers, Baltimore District. In order to obtain the most competitive coefficients from bidders, would the Owner consider adjusting the coefficient to account for the differences in costs when work is done in areas outside of the District of Columbia?

Response: The concentration and/or majority of work will be done for the Smithsonian Institution in Washington, D.C.

Question 45: Are there any sample specifications or drawings available to prospective bidders?

Response: *No.*

Question 46: Regarding Section 3.1.2 Past Performance, do our references return the Past Performance forms to us to be included in our proposal, or do they send the forms directly to the Corps?

Response: *Past performance forms are to be submitted with you package.*

Question 47: Also regarding Past Performance, are we required to provide forms for ALL projects listed in the Relevant Experience section?

Response: See revised Section 00100 attached to this amendment.

Question 48: *The Bid schedule has \$100,000.00 set aside for shop drawings on lines 001AC, 002AC and 003AC but the solicitation does not indicate how these funds are to be appropriated or used within this solicitation.*

Response: See question no. 26.

Question 49: The specifications call for "Means Facility Cost Data". Is this the same as the "Means Facilities Construction Cost Data 2004 Book - 19th Edition"?

Response: Yes.

Question 50: *Why is the performance & payment bond \$5,000,000.00 if the GTD Min. is \$100,000.00, the Min. Task Order is \$2,500.00 and the Max. Task Order is \$2,500,000.00?*

Response: See question No. 2.

Question 51: *Pricing is R.S. Means Coefficients so the Bid Bond requirement is \$2,500,000.00 instead of 20% of the bid amount?*

Response: *20% of \$5 million, the maximum value of the base period, or \$3 million, whichever is less.*

Question 52: Since the scope of the work is undefined, we're not sure how to correctly comply with 3.1.2 Past Performance - what do you consider to be 'major subcontractors'?

Response: If your company bid on and managed a contract, but your major subs performed the work (i.e. mechanical/electrical etc.), we would like to then see the subcontractor's past performance for that job.

Question 53: Solicitation section B.4.c States "unit cost items used from Means shall comply with the requirement of attachment A" no such attachment exist in the solicitation.

Response: *See Appendix A in this amendment.*

Question 54: Solicitation section C.3.4 states that the government is not responsible for design errors and omissions cost that are less than 10% of the task order or \$10,000, which ever is greater. This being the case the government can get \$10,000 dollars worth of work omitted, by no fault of the contractor, on a \$2,5000 task order. Should this be revised to read which ever is less.

Response: No.

Question 55: Solicitation section B.4.b indicates that the price factor is to include all cost associated with the general condition of Means (section 1). This requirement places an unlimited financial risk upon the contractor. Requirements such as temporary utilities, equipment rental, operation and maintenance and facilities maintenance. As an example a project to replace carpeting in an existing office worked out to task for \$3,000 dollars but the cost to move and replace existing furniture and computer could add over 10,000 cost to this small project and is only covered in the general conditions. Another example would be the use of scaffolding to repair or replace brickwork where the brick replacement task per Means works out to \$2,000 but the scaffolding cost over 10,000 because the work is 5 stories up. The government must place a limit on the contracts exposure to general condition cost as a function of overall project cost.

Response: See Appendix A in the amendment.

Question 56: Is the “Pre-Repair/Renewal Action Conference” described in Data Item Description No. 7 to be held before each task order or is this meeting to be held once after contract award?

Response: A pre-construction meeting will be held for each task order issued.